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BOOK 1320 PAGE 367

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Kenneth E. Nye and Fayma J. Nye

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bank of North Charleston, Charleston, South Carolina,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Thirty-two Thousand Five Hundred -----

----- Dollars (\$ 32,500.00) due and payable on demand,

with interest thereon from date at the rate of Nine--- per centum per annum, to be paid: monthly.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, on the northeastern side of Lanneau Drive, being known and designated as Lot No. 26 on a Plat entitled "Estate of John T. Jenkinson", dated July, 1932, prepared by Dalton & Neves Co., Engineers, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book H, Page 208, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Lanneau Drive at the joint front corner of Lots 26 and 27 and running thence along the line of Lot No. 27, N. 26-54 E. 184.3 feet to an iron pin; thence S. 50-56 E. 80 feet to an iron pin at the joint rear corner of Lots Nos. 25 and 26; thence along the line of Lot No. 25, S. 31-22 W. 170.9 feet to an iron pin on the northeastern side of Lanneau Drive; thence along the northeastern side of Lanneau Drive, N. 60-49 W. 65 feet to the point and place of beginning.

This is the identical property conveyed to the mortgagor herein by deed of Bankers Trust of South Carolina, N. A. (Successor in interest by Merger to The Peoples National Bank, Greenville, South Carolina), as Executor of the Estate of Cora J. Garlington, Deceased, dated August 19, 1974, and to be recorded herewith in the R.M.C. Office for Greenville County, South Carolina.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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