MORTGAGE OF REAL ESTATE-Prepared by FRILEY, AND RILEY, Attorneys at Law, Greenville, S. C. 1395

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

GREENVILLE CO.S. C

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MORTGAGE OF REAL ESTATE

1 33 PM 77 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANK ERSLEY

WHEREAS.

FRANCIS A. STYER and ELIZABETH S. STYER

 $^{
m V}$ (hereinafter referred to as Mortgagor) is well and truly indebted unto $^{
m THE}$ PALMETTO BANK

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in-

---FIFTEEN THOUSAND THREE HUNDRED AND NO/100 ------ Dollars (\$ 15,300.00) due and payable on July 25, 1977

with interest thereon from

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date

at the rate of eight (8%) per centum per annum, to be paid: in advance

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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, self and release unto the Mortgagoe, 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, being the 12.61 acre tract as shown on plat of property of Albert R. Hughes, dated March 6, 1977, prepared by C. O. Riddle, R.L.S., and having according to said plat, the following metes and bounds, to wit:

BEGINNING at a point in the center line of Fairview Road, which point is located N. 43-40 W., 46.2 feet from old iron pin on the Easterly Edge of Fairview Road and running thence with the line of property now or formerly of Mary Burdette Coble, S. 43-40 E., 2020.4 feet to an old iron pin; thence with line of property now or formerly of W. I. Fowler S. 5-00 E., 486.4 feet to an iron pin; thence along property now or formerly of Clifton A. Wood N. 69-01 W., 990 feet to a stone and old iron pin; thence with lin of 4.73 acre tract as shown on said plat N. 21-23 E., 208.3 feet to an iron pin; thence continuing with said 4.73 acre tract N. 68-34 W.. 85 feet to an iron pin; thence with line of 19.12 acre tract N. 34-32 E., 21.4 feet to an iron pin; thence continuing with said 19.12 acre tract N. 39-22 E., 538.7 feet to an iron pin; thence continuing with said 19.12 acre tract N. 43-40 W., 1260 feet to a point in center of Fairview Road, passing over iron pin 45.3 feet back on line; thence with the center line of Fairview Road N. 18-05 E. 22.7 feet to the beginning corner, containing according to said plat 12.61 acres, more or less.

Being the same property conveyed to the mortgagors herein by deed of Albert R. Hughes and Catherine S. Hughes, of even date herewith to be recorded. See also Deed Volume 969 at page 577.

DOCUMENTARY O 6. 1 2

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 he 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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