

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE
AUG 16 12 27 PM '83
DONNIE N.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, I, WILLIAM RUSH TRAMMELL,

hereinafter referred to as Mortgagor) is well and truly indebted unto BANK OF TRAVELERS REST

hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

FORTY THOUSAND AND No/100 - - - - - Dollars \$ 40,000.00 due and payable
in SIXTY (60) MONTHLY payments of \$1,015.72 per month, commencing one month
from date and to continue until paid in full

Plus our Banks prime rate
variable rate, adjusted quarterly - 3%
with interest thereon from date at the rate of 14% 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 Mortgagee, in consideration of the above indebtedness, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee may be indebted to the Mortgagee, and in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee on hand and well paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, 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, hereinafter described therein, situate, lying and being in the State of South Carolina, County of Greenville, Saluda Township, and having the following metes and bounds, to wit:

BEGINNING at a dogwood 3x N.M. on the East line and running thence N. 42½ E. 22.40 chains to a stone; thence N. 34½ W. 27.07 to a stone; thence S. 60-1/3 W. 29.20 to a stone 3X; thence S. 18 E. 22.92 to a stone 3X N.M.; thence S. 81 E. 6.27 to a stone 3X N.M.; thence N. 71 E. 5.65 to a stone 3X N.M.; thence S. 62 E. 7.50 to the beginning corner, containing 84 acres, more or less, and bounded now or formerly by lands of Mrs. Rudford Trammell, Claybourne Trammell Estate and others and being the same property conveyed to Mortgagor by Thelma R. Trammell recorded July 13, 1972, in Deed Book 948, page 592.

ALSO: ALL that piece, parcel or lot of land situate, lying and being in Saluda Township, Greenville County, State of South Carolina, being in School District now or formerly 15-B, Southeast of the Tilly Road, being northern portion of Lot No. 5 of Tract No. 2 of J. H. Trammell Estate in subdivision made for D. B. Tripp and having according to plat made by W. J. Riddle, Surveyor, November 25, 1935, and having the following metes and bounds, to wit:

BEGINNING at a stake in center of Tilly Road at corner of Lot No. 2 on said plat and running thence S. 63-30 E. 1416 feet along the lines of Lots Nos. 2 and 3 to an iron pin, joint corner of Lots Nos. 3 and 4; thence N. 60-30 E. 1170 feet more or less along the line of property of J. R. Anderson to a stone in line of Cox lands; thence N. 23-30 E. 1445 feet more or less along line of Cox lands to a stone in center of Tilly Road; thence S. 44-30 W. 1460 feet along the lines of lands formerly owned by Earle Boswell, now owned by Trammell, to a dogwood corner; thence N. 59-15 W. 490 feet along the line of last mentioned land to a stone on Tilly Road; thence S. 50 W. 92 feet to a point in center of a bend in said road; thence S. 4-30 E. 209 feet to a point in center of a bend in said road; thence S. 45-30 W. 197 feet to a point in bend in said road; thence S. 55-30 W. 120 feet to point of beginning, and being same property conveyed to Mortgagor by Thelma R. Trammell recorded July 13, 1972, Deed Book 948, page 592.

"At the option of the Mortgagee, the indebtedness secured hereby shall become due and payable if the Mortgagor shall convey the mortgaged premises, or if the title thereto shall become vested in any other person or party for any other reason whatsoever."

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 accrue or be had thereon, 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 such 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 Mortgagee covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and lawful authority to sell, convey, and otherwise dispose of the same, and that the premises are free and clear of all taxes and encumbrances except as provided herein. The Mortgagee further covenants to warrant and defend against all and singular the said premises unto the Mortgagee, its heirs, successors and assigns against the Mortgagee and all persons who may lawfully claim the same or any part thereof.

1750

1328 W. 3