

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE
OCT 11 1985

MORTGAGE
OF
REAL PROPERTY

1029 484

THIS MORTGAGE, executed the 30 day of Sept., 1985, by Dendy Lollis (hereinafter referred to as "Mortgagor") to Capital Bank and Trust (hereinafter referred to as "Mortgagee") whose address is P.O. Box 8, Belton, South Carolina

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated Sept 30, 1985 to Mortgagee for the principal amount of Four thousand two hundred fifty-three and 42/100 Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that certain piece, parcel, or tract of land located and being situate in the State of South Carolina, County of Greenville, located on the northern side of Southern Road and containing 3.95 acres according to a plat by Carolina Surveying Company, R. B. Bruce, RLS #1952, dated August 20, 1983. Said plat of record in the RMC for Greenville County, South Carolina, in Plat Book 10-C at Page 7, and said tract having the courses and distances, metes and bounds as upon said plat appear which are hereby incorporated by reference as though fully set out. Said property being bounded on the South by the approximate center of Southern Road for one hundred seventy (170) feet; on the West by lands now or formerly of L. R. Davis for one thousand one hundred forty-one and ninety-eight one hundredths (1,141.98) feet; on the North by lands now or formerly of L. R. Davis for one hundred fifty-one and sixty-four one hundredths (151.64) feet; and on the East by lands now or formerly of L. R. Davis for one thousand one hundred and seventeen one hundredths (1,100.17) feet.

THIS BEING the same property conveyed unto mortgagor herein by deed of Lewie R. Davis to be recorded simultaneously herewith.

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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