

P.O. Box 435
Travelers Rest S.C.

GREENVILLE, S.C.

AUG 9 4 52 PM '83

100-137

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE R. H.C. MURPHY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BRUCE H. CALDWELL

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

(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 **Twenty-four Thousand Eight Hundred Twenty and no/100's** ----- Dollars (\$ 24,820.00) due and payable

with interest thereon from date at the rate of 13.5 per centum per annum, to be paid: according to said Note.

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, Bates Township, containing 1.42 acres, more or less, according to a Plat of Bruce H. Caldwell Property located on the Southwestern side of U. S. Highway 276, and having according to said Plat, prepared December 21, 1981, by T. Craig Keith, R. L. S., the following courses and distances:

BEGINNING at an iron pin on the Southwestern side of said Highway at a joint corner with Delver Caldwell property, and running thence along the right-of-way line of said Highway as follows: S 38-40 E., 100 feet; S 44-29 E., 100 feet; S 50-29 E., 100 feet; and S 57-03 E., 233.9 feet to an old iron pin; thence along the Fred Styles property S. 25-17 W., 118 feet to an old iron pin; thence along the rear line of the property being conveyed as follows: N. 59-45 W., 185.2 feet to an iron pin at a poplar tree; N. 46-37 W., 215.1 feet to an old iron pin; N. 38-10 W., 197.2 feet to an old iron pin; thence along the Delver Caldwell line N. 56-38 E., 96.3 feet to the point of beginning.

THIS being the same property conveyed to Bruce H. Caldwell by Frank P. McGowan, Jr., as Master-in-Equity, on December 23, 1981, by a Deed recorded in the RMC Office for Greenville County on said date in Deed Book 1159 at Page 890.

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.

400 9 53001A01

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 whatsoever lawfully claiming the same or any part thereof.

030

4329