

MORTGAGE OF REAL ESTATE -

Foster & Mitchell, Attorneys at Law, Greenville, S.C.

Vol 1803 page 42

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } R.M.C. MORTGAGE OF REAL ESTATE

MAY 15 4 28 PM '91 TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Richard W. Locke

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Co.,

(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 Five Thousand and No/100-----

Dollars (\$ 35,000.00) due and payable

as stated therein, maturity date May 15, 1991,

with interest thereon from date at the rate of 13.75% 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, being more fully described as follows:

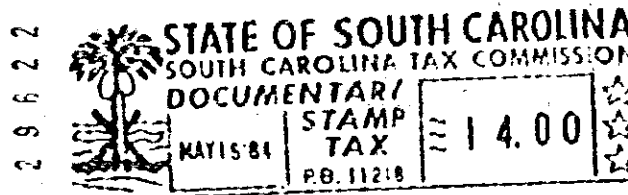
Beginning at a point N. 10-30 W., 131.5 feet from the northeast corner of Augusta and Haynie Streets and running thence S. 10-30 E., 19 feet along Augusta Street to a lot now or formerly owned by Jenkinson; thence N. 81-25 E., with Jenkinson line 152.2 feet; thence N. 9-06 W., 19 feet to a corner of a private alley; thence along a joint line with said private alley S. 81-19 W., 152.4 feet to the point of beginning on Augusta Street.

ALSO, an undivided one-third interest in all that lot of land in the City of Greenville, County of Greenville, State of South Carolina, having the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of Augusta Street, joint front corner of a lot formerly of C. C. Bruce and lot here being described, and running thence along Augusta Street S. 10-30 E., 8.2 feet to a joint front corner with lot also being conveyed herein; thence N. 81-25 E., 152.4 feet to a point; thence S. 9-06 E., 57 feet; thence N. 81-25 E., 20 feet; thence N. 9-06 W., 65.6 feet to joint rear corner with former C. C. Bruce lot; thence along joint side line with former C. C. Bruce lot S. 81-19 W., 172.6 feet to the point of beginning on Augusta Street. It is understood and agreed that the area herein described is to be used as a joint driveway with the owners thereof having equal rights to said driveway.

This being the same property conveyed to the Mortgagor herein by deed of Ellison G. Webster, Jr., dated July 18, 1972 and recorded July 19, 1972 in Deed Book 949 at page 312 in the RMC Office for Greenville County.

SC70
-----3 MY16 84 058



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 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 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.

0042

328-102