MORTGACE OF REAL ESTATE

- 401 **1683** Eksi957

STATE OF SOUTH CAROLINA GREENVILLE

OCT 1 4 10 By 104

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERNA

WHEREAS, Kenneth ADM Gurley AKERSLEY

are incorporated herein by reference.

thereinafter referred to as Montgigor) is well and truly indebted unto South Carolina National Bank

thereinafter 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 One Hundred Fifty Thousand and No/100-----

as provided for in Promissory Note executed of even date herewith, the terms of which

wick statement Afforesters from

warytha ynta yn

N periodentical control and the hald

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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor 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 Mortgagor, the Mortgagor's heirs, 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.

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the northwestern side of Wade Hampton Boulevard (U.S. Highway No. 29) and being shown and designated on plat entitled "Property of Rimer, Inc.", recorded in the RMC Office for Greenville County in Plat Book ZZ at Page 11 and being shown on a more recent plat entitled "Property of Kenneth W. Gurley", prepared by Carolina Surveying Company, dated August 26, 1982, and recorded in the RMC Office for Greenville County in Plat Book 9-G at Page 73, and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

THIS is the same property as that conveyed to the Mortgagor herein by deed of W. E. Shaw recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Mortgagee herein is P. O. Drawer 969, Greenville, South Carolina 29602.

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 hid 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 is 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 lens 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.