

MORTGAGE
MORTGAGEE
MORTGAGOR
MORTGAGEE

C. R. BANKS
CLARENCE R. BANKS

WHEREAS, the Mortgagor has borrowed from the Mortgagee the sum of Four Thousand Dollars (\$4,000.00) and payable in the sum of 100 equal monthly payments of equal date herewith, the terms of which are as follows: To wit: The sum of \$40.00 per month hereafter until paid in full, payments to be made on the first day of each month, the balance to principal; the first payment to be made on January 1, 1970, and the remaining payments to be due on the first day of each and every month thereafter until paid in full, with the right to anticipate payment in full at any time, with interest thereon from date at the rate of seven 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 Mortgagee 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, ~~his heirs and assigns forever~~ his heirs and assigns forever.

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, near the City of Greenville, located on the south-west side of Edgemont Avenue, joining lands now or formerly of C. R. Banks, and being more fully described as follows: BEGINNING at an iron pin on Edgemont Avenue at the corner of land now or formerly of C. R. Banks and running thence with his line, S. 57 W. 540.7 feet to an iron pin; thence S. 55-09 E. 84.8 feet to an iron pin; thence N. 57 W. 505.1 feet to an iron pin on Edgemont Avenue; thence with said Avenue, N. 58-50 W. 80.5 feet to the beginning corner, and containing 1.0 acres, more or less. This property is part of Tract No. 21, Riverside Farms, recorded in Plat Book "K" at page 101, Office of the R. M. C. for Greenville County, S. C.

ALSO: All of that certain tract of land, situate, lying and being near the City of Greenville, in the County and State aforesaid, on the Southwestern side of Edgemont Avenue Extension, ~~jointly owned by C. R. Banks and Clarence R. Banks~~ consisting of 1.7 acres, more or less, known as tract no. 5 of the J. B. Banks property according to a plat made by C. C. Jones and Associates, Engineers, in December, 1956, recorded in the R. M. C. Office for Greenville County in Plat Book "LL" at page 151, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwestern side of Edgemont Avenue Extension, joint corner of said tract conveyed and a lot or tract previously conveyed to C. R. Banks and running thence S. 58-44 W. 507.4 feet to an iron pin; thence running S. 56-48 E. 156.5 feet to an iron pin on a branch; thence running down the branch as the line to a point at the corner of tract #4 (the traverse lines of said branch being as follows: N. 43-55 E. 115.1 feet to an iron pin; thence N. 88-18 E. 259.6 feet to an iron pin); thence running along the rear line of tract #4, N. 58-56 W. 81.3 feet to an iron pin; thence still running along the line of tract #4, N. 78-46 E. 156 feet to an iron pin on Edgemont Avenue Extension; thence along said Avenue, N. 54-58 W. 199.4 feet to the beginning corner.

Public

This property is subject to right-of-way for sewer of Berea/Service District Commission recorded in the R. M. C. Office for Greenville County in Deed Book 803 at page 389.

The above described real estate is the same conveyed to the mortgagors herein by deed of Ella Banks and Clarence R. Banks to be recorded herewith.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 if 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 Mortgagee 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.