

ALM 868 PAGE 879

Mortgagee's mailing address:
P.O. Box 1000
Tryon, N.C. 28782

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

FILED
GREENVILLE, CO. S. C.

MORTGAGE OF REAL ESTATE

GREENVILLE AUG 5 1 37 PM '77 ALL WHOM THESE PRESENTS MAY CONCERN: BOOK 1406 PAGE 318

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, we, LEE S. FUENTES, JR. and MARIA H. FUENTES, his wife,

(hereinafter referred to as Mortgagor) is well and truly indebted unto NORTH CAROLINA NATIONAL BANK, TRYON, NORTH CAROLINA

(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

-----NINETEEN THOUSAND & NO/100-----Dollars (\$ 19,000.00) due and payable

in installments of \$177.93 commencing on June 1, 1977 and monthly thereafter, each such payment to be applied first to accrued interest and the remainder to principal, with the balance of principal and interest to become due and payable on or before May 1, 1995

with interest thereon from date at the rate of nine per centum per annum, to be paid:

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 and Spartanburg and described as follows:

Located on the Eastern side of Highway #14, and being shown 13.8 acre tract, less the within mentioned conveyances, on plat made for C.S. West by J.Q. Bruce, Surveyor, dated November 6, 1957 and July 28, 1958 and having the following metes and bounds, to-wit:

BEGINNING in center of Highway #14 in Greenville County, corner of a 14.8 acre tract, now Charles W. Ford; and running thence South 72 degrees 56 minutes East 1166 feet; thence North 5 degrees East 671 feet to corner of 8.4 acre tract; thence with this tract, North 87 degrees 04 minutes West 1081 feet to center of said Highway; thence with said Highway, South 13 degrees 18 minutes West 393 feet to the BEGINNING corner.

LESS HOWEVER: That lot of land conveyed to R.C. Pace by deed recorded in Deed Book 26N, Page 597, Spartanburg County RMC Office and that lot in Greenville County shown by deed recorded in Deed Book 884, Page 634, Greenville County RMC Office which is shown as Block Book No. 623.2-1-11, Greenville County.

LESS HOWEVER: Also that lot of land conveyed to E.J. Dillard and Nell W. Dillard by deed recorded in Deed Book 645, Page 300, Greenville County, RMC Office.

DERIVATION: The above described property is the identical property conveyed to Lee S. Fuentes, Jr. and Maria H. Fuentes, his wife, by Jackie Wayne Pruitt, by deed dated September 11, 1975, recorded in Book 43C, Page 666, in the RMC Office for Spartanburg County, South Carolina, and same deed recorded in Deed Book 1026, Page 256 in the RMC Office for Greenville County, South Carolina on October 23, 1975 at 3:30 P.M. - Said deed being recorded in Spartanburg County, South Carolina on September 16, 1975.

STATE OF SOUTH CAROLINA
RECORDING AND TAX COMMISSION
DOCUMENTARY
STAMP
TAX \$07.80

RECORDED
1977 JUN 21 11:21
R.M.C.
SPARTANBURG

Together with all and singular rights, members, herditaments, 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 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.

RECORDED

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