

MORTGAGE OF REAL ESTATE

BOOK 1420 PAGE 319

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **We, James B. Flinkingshelt and Lucy V. Flinkingshelt**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **Bankers Trust at Greenville, South 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

Nine Thousand One Hundred Forty and 40/100 Dollars (\$ **9,140.40**) due and payable in sixty equal monthly installments of **One Hundred Fifty Two and 34/100 (\$152.34) Dollars**, commencing the **20th day of February, 1978**, and each consecutive month thereafter until paid in full, the payments to be applied first to interest and then to principal with the privilege of acceleration.

with interest thereon from **date** at the rate of **A.P.R. 14 1/2** 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**

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, Paris Mountain Township, fronting on the west side of Melody Drive, according to a survey and map by R. B. Bruce, Surveyor, dated December 22, 1970 (subdivision plat recorded in Plat Book CCC at Page 71, records of R. M. C., Greenville County, S. C.), said property being more particularly described as follows:

BEGINNING at a point on the west margin of Melody Drive the Southeast corner of said lot and running thence N. 85-30 W. 137.9 feet to a point; thence N. 30-30 W. 74 feet to a point; thence N. 11-25 E. 25 feet to a point; thence S. 85-30 E. 177.6 feet to a point on the west margin of Melody Drive to the point of beginning.

THIS conveyance is subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat(s) or on the premises.

THIS is the property conveyed to the Mortgagors by Atta Lee W. Dill as noted in Deed Volume 1030, Page 418, dated January 11, 1976 and recorded January 20, 1976, Office of the R. M. C. for Greenville County.

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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.

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