

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
BOOK 1509 PAGE 198

FILED
GR. CO. S. C.
TO ALL WHOM THESE PRESENTS MAY CONCERN:

1 28 PM '80

WHEREAS, JIMMY S. UPTON AND BARBARA S. UPTON

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANK OF GREER

(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

--TEN THOUSAND, FIVE HUNDRED AND NO/100----- Dollars (\$ 10,500.00--) due and payable

in 96 monthly installments for principal and interest of \$170.66 each beginning August 29, 1980, which if not paid sooner, the final payment shall be due July 29, 1988.

with interest thereon from date at the rate of 12% per centum per annum, to be paid: as stated above.

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, in Chick Springs Township, in the City of Greer, lying on the south side of Bearden Street, and on the West side of Earle Street, being a portion of the J.H. Payne property, and having a frontage of 66 ft. on Bearden Street, with a depth of 117.6 feet on Earle Street, and being duly recorded in the Office of the R.M.C. for Greenville County in Deed Book 373, at page 87.

DERIVATION: See Deed of Ruby Stepp Crook dated July 25, 1968 and recorded in the R.M.C. Office for Greenville County in Deed Book 850, Page 34.

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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