

MORTGAGE OF REAL ESTATE -

BOOK 1528 PAGE 593

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

FILED

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

DEC 4 3 54 PM '80

WHOM THESE PRESENTS MAY CONCERN: that Knollwood Heights Community Pool Association, A South Carolina Corporation

WANKERSLEY R.M.C.

~~XXXXXXXX~~

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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 Seventeen Thousand and 00/100 Dollars (\$ 17,000.00) due and payable

in five (5) consecutive annual payments of Three Thousand Four Hundred and 00/100 Dollars (\$3400), each beginning on June 1, 1981 and each year thereafter until paid in full.

with interest thereon from date at the rate of Fifteen (15) percentum per annum, to be paid: semi-annually;

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, being known and designated as lots 35 and 36 and a portion of Tract B as shown on a plat of Section V. Knollwood Heights, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-R at pages 91 and 92, and having, according to said plat, the following metes and bounds:

BEGINNING at the joint rear corner of Lots 36 and 37 and running then along lines of Lots 37, 38, 39, and 40 S. 82-03-00E. 401.0 feet to a point; thence along a line of Lot 41 S. 88-53-37 E. 123.33 feet to a point; thence along a line of Lot 42 N. 79-46-22 E. 118.33 feet to a point; thence along a line of Lot 43 S. 85-00-34 E. 19.23 feet to a point; thence S. 5-00-29 W. 7.64 feet; thence along the center of a branch as the line by the following traverse lines: S. 49-33-00 W. 118.90 feet to a point; thence N. 81-33-00 W. 236.35 feet to a point; thence S. 85-54-00 W. 651.20 feet to a point; thence S. 76-42-44 W. 200.31 feet to a point; thence leaving said creek and running along land of Carolina Land Co., Inc. N.34-31-00 W. 392.80 feet to a point in the center of a branch; thence along the center of said branch N. 45-44-00 E. 198.45 feet to a point; thence along a line of Tract A, S. 67-30-32 E. 76.44 feet to a point; thence along a line of Tract 34, S. 22-10-45 E. 206.39 feet to a point on the Cul-de-sac of Anders Avenue; thence along the curve of the Cul-de-sac of Anders Avenue, the chord of which is S. 15-15-25 W. 62.9 feet to a point; thence continuing along the curve of the Cul-de-sac of Anders Avenue, the chord of which is N. 88-01-46 E. 93.03 feet to a point; thence continuing along the curve of the Cul-de-sac of Anders Avenue, the chord of which is N. 37-45-30 E. 31.24 feet to a point; thence continuing along the curve of Anders Avenue, the chord of which is N. 46-32-11 E. 114.48 feet to a point; thence continuing along the curve of Anders Avenue, the chord of which is N 27-19-01 E. 118.85 feet to a point; thence along the southeastern corner of the intersection of Anders Avenue and Gail Drive N. 60-14-34 E. 36.85 feet to a point; thence along the southern side of Gail Drive, the chord of which is S. 79-51-03 E. 96.76 feet to a point; thence along the southern edge of Gail Drive S 82-03-00 E. 113.54 feet to the joint front corner of Lots 36 and 37; thence along the joint line of said Lots S. 07-57-00 W. 200.0 feet to the point of beginning; being the same Lots of Land conveyed to the Mortgagor by two deeds from Carolina Land Co., Inc., the first being recorded in Deed Book 1021, Page 202, which is the bulk of the property, and Lot No. 36 being conveyed to the Mortgagor by the second deed to be recorded prior to or with the recording hereof. Lot 35 Recorded July 14, 1975 and Lot 36 Recorded July 30, 1975.

See attached sheet for continuation.

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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