200:1594 1216393 **MORTGAGE** 

OF

REAL PROPERTY

STATE OF SOUTH CAROLINA 12 PH 187

COUNTY OF GREENVILLE

GARY CREIGHTON MURPHREE AND SARAH S. MURPHREE ...... (hereinafter referred to as "Mortgagor") to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is .... SOUTH MAIN STREET, GREENVILLE, SOUTH CAROLINA.

## WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated . FEBRUARY 7, 1983 ....., to Mortgagee for the principal amount of .TEN. THOUSAND. AND NO/100. (10,000.00). ...... Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 43 on a plat entitled SECTION NO. 3, EDWARDS FOREST made by Dalton & Neves, Engineers, April, 1965, and recorded in the RMC Office for Greenville County in Plat Book BBB at Page 149, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Wood Creek Drive at the joint front corner of Lots Nos. 43 and 44, and running thence along the joint line of said lots, S. 41-36 E., 240.3 feet to an iron pin at Mountian Creek; thence with said Creek as the line, S. 88-43 W. 132.3 feet to an iron pin at the joint rear corner of Lots 42 and 43; thence with the joint line of said property, N. 40-41 W. 155 feet to an iron pin on Wood Creek Drive; thence with said Drive, N. 48-24 E. 100 feet to an iron pin, the point of beginning.

THIS is the same property conveyed to the Mortgagors herein by deed of Allen D. Smith and Mary H. Smith recorded January 31, 1979, in Greenville County Deed Book 1098 at Page 266.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

刑

con 101

1年1日本本本の