

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

1630 635

FILED
GREENVILLE, S.C.
ALL THESE PRESENTS MAY CONCERN:

OCT 13 12 05 PM '83

WHEREAS, Robert E. Bigham and Hazel Bigham
A.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Earl Rathburn and Janice C. Rathburn
126 Swinton Drive, Route 10
Greenville, S.C. 29607

(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~~ principal sum of One Thousand and no/100-----
Dollars (\$1,000.00-----) due and payable

in equal monthly payments of Fifty and no/100 (\$50.00) Dollars each, beginning November 12, 1983, and continuing on the same day of each month thereafter until paid in full,

with interest thereon from _____ date _____ at the rate of ten (10%) 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, on the westerly side of Williams Road, and being shown as 1.70 acres, more or less, on a plat drawn by James L. Strickland, RLS, dated September, 1983, recorded in the RMC Office for Greenville County, S.C., in Plat Book 10-B, at page 89, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap at or near the center of Williams Road and running with a 20 foot Drive Strip, S.84-56W., 162.6 feet to an iron pin; thence continuing with said 20 foot Drive Strip, S.73-48W., 122.9 feet to an iron pin; thence continuing with said 20 foot Drive Strip, S.55-57W., 93.6 feet to an iron pin; thence turning and running N.44-38W., 397.6 feet to an iron pin; thence turning and running with the line of property now or formerly of Clayton Bigham, S.78-27E., 660.1 feet to a railroad spike in the center of Williams Road; thence turning and running with the center of Williams Road, S.12-43W., 37.05 feet to a nail and cap; thence continuing with the center of Williams Road, S.7-05W., 13.5 feet to a nail and cap, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of the mortgagees herein, said deed to be recorded herewith.

This mortgage is subordinate and junior in lien to that mortgage given by the mortgagors herein to Community Bank in the original amount of \$8,884.44, said mortgage to be recorded herewith.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
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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.

GREENVILLE OFFICE SUPPLY CO. INC.

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