

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE VOL 1353 PAGE 963

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

MAY 22 4 26 PM '84

WHEREAS, Samuel P. Vause
JOURNAL OF THE REGISTER
R.H.G.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bank of Travelers Rest, P.O. Box 485, Travelers Rest, South Carolina 29690-0485

(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 Thirty Thousand Dollars (\$ 30,000.00) due and payable

with interest thereon from even date at the rate of Fourteen per centum per annum, to be paid: as per note

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:

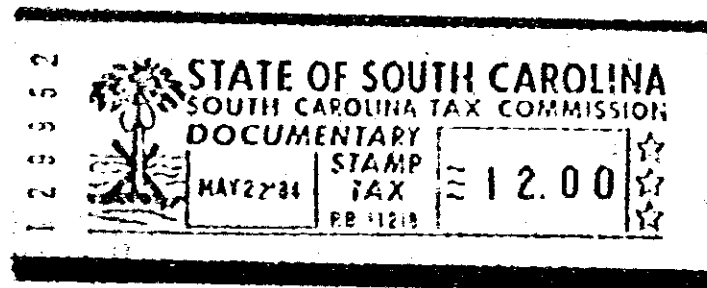
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, City of Greenville, on the eastern side of Hutton Court and being known and designated as Lot 9 as shown on plat "Subdivision known as Hutton Court", dated April 19, 1957, prepared by C. O. Riddle, R.S. and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book NN, Page 101.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the above described property.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of R. Jack Dill and Southern Bank and Trust Company as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1173, Page 95, on August 31, 1982.

At the option of the Mortgagee, the indebtedness secured hereby shall become due and payable if the Mortgagor shall convey the mortgaged premises or if the title thereto shall become vested in any other persons or party for any other reason whatsoever.



400 8

31801

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.

0963

2328-112