800x 1405 436854

MORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SENVILLE CO. S. C. T 12 14 FH 777 THIE S. TANKERSLEY

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Robert M. Austell, as Trustee for Robert Lynn Yeargin and Nancy Sitton Yeargin under Trust Agreement dated March 2, 1962, as amended,

(hereinafter referred to as Mortgagor)

SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Life Investors Insurance Company of America, (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note(s) of even date herewith, the terms of which are incorporated herein by reference, in the sum of Six Hundred Fifty Thousand and No/100ths Dollars (\$650,000.00), with interest thereon as provided in said promissory note(s), said principal and interest to be paid as therein stated, and

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 purpose, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable August 1, 2007

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 to secure the performance of all the covenants, conditions, stipulations and agreements contained herein and/or in any other document given by the Mortgagor to the Mortgagee in connection therewith, 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 piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being at the Southern intersection of North Street and Broadus Avenue, being shown and designated as property of "The Robert Lynn and Nancy Sitton Yeargin Trust," made by Enwright Associates, Inc., dated July 5, 1977 and recorded in the R.M.C. Office for Greenville County in Plat Book 60 at Page 40 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of East North Street at the joint front corner of property herein described and that, now or formerly, of W. W. Wilkins and running thence with East North Street N. 80-34 E. 107.7 feet to a point; thence with Broadus Avenue S. 15-15 E. 174.6 feet to an iron pin at the edge of a driveway easement; thence with said driveway easement S. 76-52 W. 108 feet to an iron pin; thence with the joint lot line of property herein described and that, now or formerly, of W. W. Wilkins N. 15-0 W. 181.5 feet to the beginning point.

This is the identical property conveyed to the Mortgagor herein by deed of Community Bank, dated August 1, 1977, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 66 at page 570 on August 1, 1977.

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