LAW OFFICES OF

LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

# 1499 # 957

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

MORTGAGE OF REAL ESTATE

OF ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Virginia A. Joines

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Bank of Green

(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

in equal consecutive monthly installments each in the amount of Two thousand seven hundred thirty two and 66/100 (\$2,732.66) Dollars beginning and shall continue in a like amount each and every month thereafter until the entire indebtedness evidenced by this note is paid in full. All interest not paid when due to bear interest at same rate as principal. All payments to be applied first to interest and the balance to principal with interest thereon from date at the rate of 14 per centum per annum, to be paid: monthly

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 Mortgagoe 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's heirs, 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 southeastern side of U.S. Highway 29, containing 2.71 acres, being comprised of a 1.79 acre tract and a 0.92 acre tract as shown on a survey for Virginia A. Joines dated October 4, 1974 by Carolina Surveying Co. and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin located on the southeastern right of way of U.S. Highway 29, joint front corner with property of J. C. Bowick, and running thence along Bowick line S. 2-26 W. 236.1 feet to an old iron pin; thence along property of J. A. Bull, Jr. S. 22-14 W. 210.8 feet to an old iron pin; thence turning and running and continuing along property of J. A. Bull, Jr. and Joines, N. 66-45 W. 509.6 feet to an old iron pin located on the southeastern right of way of U.S. Highway 29; thence turning and running along the right of way of said U.S. Highway 29, N. 67-37 E. 604.3 feet to the point of beginning.

ALSO: All of that parcel or lot of land with improvements thereon situate and being in Chick Springs Township of Greenville County, South Carolina, lying on the north side of Highland Avenue, a road that leads from Old U.S. Highway 29 to the U.S. Dual Lane Highway No. 29 at Chick Springs, having the following courses and distances:

Beginning at an iron pin on the northern side of Highland Avenue, joint corner with C. E. Miller's land, and runs thence with his line N. 22-09 E. 175 feet to an iron pin, corner with C. E. Miller; thence N. 67-51 W. 110 feet to an iron pin by an oak tree; thence S. 22-09 W. 175 feet to an iron pin on the northern edge of Highland Avenue; thence therewith S. 67-51 E. 110 feet to the beginning corner.

ALSO: A 5 foot strip of land south of and adjacent to the 2.71 acre tract previously described hereinabove conveyed to Virginia A. Joines by James A. Bull, Jr. recorded June 30, 1978 in the RMC Office for Greenville County in Deed Book 1082 at page 212.

Derivation: Charles E. Miller, a/k/a C. E. Miller, to Virginia A. Joines recorded July 12, 1973 in the RMC Office for Greenville County in Deed Book 978 at page 800; A. L. Cannon to Virginia A. Joines recorded September 16, 1970 in said RMC Office in Deed Book 898 at page 413; Charles E. Miller, et.al. to Virginia A. Joines recorded July 8, 1975 in said RMC Office in Deed Book 1020 at page 899; James A. Bull, Jr. to Virginia A. Joines recorded June 30, 1978 in said RMC Office in Deed Book 1082 at page 212.

The mortgagee's address is: PO Drawer 708, Greer, SC 29651

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 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 is 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.

28 RV.2

 $\mathbf{O}($ 

TOTAL PROPERTY.