MORTGAGE OF REAL ESTATE-Prepared by WILKINS & WELKINS, Attorneys at Law, Greenville, S. C. 2001 15 15 15 15 15

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, J. David Sigmon & Deborah H. Sigmon

(hereinafter referred to as Mortgagor) is well and truly indebted unto

(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

Frank B. Halter

SEVENTY THOUSAND-----

Dollars (\$ 70,000.00) due and payable

on demand

with interest thereon from

at the rate of 18%

per centum per annum, to be paid:

The mortgagor has the right to repay the entire amount of this mortgage at any time without penalty.

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 Mortgigor, 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 Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, the Mortgagoe'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, in the city of Greenville, being known and designated as Lot No. 13 and a small portion of Lot No. 14 as shown on a plat of Property of Wade Cothran, prepared by Dalton & Neves, dated July 1927, and recorded in the RMC Office for Greenville County, S. C. in plat book H page 163 and having according to a more recent plat prepared by Jones Engineering Service, dated October 14, 1965, entitled "Property of Ruth B. Pamplin and W. W. Griffin" and recorded in the RMC Office for Greenville County, S.C. in plat book LLL at page 61, the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of Cothran Street, which iron pin is located 235 feet in a northwesterly direction from the intersection of Cothran Street and McDaniel Avenue at the joint front corner of Lots Nos. 12 & 13, and running thence with the line of Lot No. 12, S. 9-35 W. 194.1 feet to an iron pin in the line of Lot No. 11; thence with the line of Lot No. 11, S. 47-00 E. 49.5 feet to an iron pin on the northwestern side of McPherson Lane; thence with the northwestern side of McPherson Lane N. 49-17 E. 37.2 feet to an iron pin; thence continuing with the northwestern side of McPherson Lane N. 49-17 E. 15.8 feet to an iron pin; thence a new line through Lot No. 14 N. 74-30 W. 9.5 feet to an iron pin in the line of Lot No. 14; thence with the line of Lot No. 14, N. 9-35 E. 180.3 feet to an iron pin on the southern side of Cothran Street; thence with the southern side of Cothran Street N. 81-15 W. 65 feet to the point of beginning.

This is the same property conveyed to mortgagors by Ann Dudley Mitchell by deed of even date herewith, to be recorded.

STATE OF SOUTH CAROLINA

ASSIGNMENT

COUNTY OF GREENVILLE

FOR VALUE RECEIVED, the undersigned, Frank B. Halter, hereby assigns sets over and transfers the within mortgage to SOUTHERN BANK AND TRUST COMPANY. Dated this 30th day of June, 1981.

IN THE PRESENCE OF:

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MORTGAGEE ADDRESS: PO Box 1329

Greenville, S. C. 29602

-B-LL0 Frank B. Halter

JANE OF SOUTH CARGINA

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 at provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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