JAMES D. McKINNEY, JR. ATTORNEY - AT - LAW

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Michael Shaluly WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto The People's National Bank of Greenville, S. C.

(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 forty thousand and no/100-----

----- Dollars (\$ 40,000.00) due and payable at the rate of thirteen hundred and ninety-nine and 20/100 dollars (\$1,399.20) each quarter hereafter until paid in full, payments to be applied first to interest and the balance to principal; the first payment to be due December 5, 1968, and the remaining payments to be made on the 5th day of each and every March, June, September and December thereafter until paid in full,

per centum per annum, to be paid: quarterly; with interest thereon from date at the rate of Seven

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, and in the City of Greenville, on the Laurens Road, and being known and designated as Lot No. 4 as shown on plat of Estate of J. A. Adams, prepared by W. J. Riddle, Oct. 18, 1933, and recorded in the Office of the Clerk of Court for Greenville County, S. C. in Judgment Roll E 4056, and having the following metes and bounds according to a more recent survey entitled "Survey For Michael Shaluly" prepared by Carolina Engineering and Surveying Co. on April 24, 1968:

BEGINNING at an iron pin on Laurens Road, which pin is 118 feet in a northwesterly direction from the intersection of Vintage Avenue and Laurens Road, and running thence with the Laurens Road, N. 33-04 W. 103.6 feet to iron pin on said Laurens Road; thence S. 41-34 W. 166.9 feet to iron pin; thence S. 30-58 E. 117.7 feet to iron pin; thence N. 37-30 E. 175.2 feet to iron pin on Laurens Road, the point of beginning.

This is the same property conveyed to the mortgagor by deed of Bessie Lee Burton recorded in the R. M_{\bullet} C. Office for Greenville County in Deed Book 749 at page 205.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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.

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