

MORTGAGE OF REAL ESTATE—Offices of Leather GREEFF, P. A. & Mang, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
SEP 17 4 24 PM '60
MORTGAGE OF REAL ESTATE

OLLIE FORMAN THESE PRESENTS MAY CONCERN:
R. H. C.

WHEREAS, **G. Frank Mims**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **First Piedmont Bank & Trust Co.**

guaranty of the

(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

Eighty Thousand and No/100

Dollars (\$ 80,000.00) due and payable

in installments of One Thousand Six Hundred Twenty Four Dollars (\$1,624.00), payable monthly, beginning three months from the date hereof and One Thousand Six Hundred Twenty Four Dollars (\$1,624.00) on the same day of each month thereafter, until the principal with interest to accrue thereon is fully paid; provided, however, unless sooner paid, the entire indebtedness shall be due and payable five years from the date hereof with interest on the unpaid principal computed from the date of each advance to the Undersigned at the rate of 8% per annum *(on 37.5% of the loan and 5-1/2% per annum on 62.5% of the loan)

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 signing 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**, on the northwestern side of **Knollwood Drive** containing **1.52 acres** and **.51 acres** as shown on a plat of property of **T. J. Mims** made by **C. O. Riddle** dated **March 1959**, revised **August 10, 1960**, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in **Knollwood Drive** at the joint corner of property now or formerly owned by **Harry Hingson** and running thence with **Knollwood Drive S. 43-33 W. 286.1 feet**; thence **N. 37-38 W. 339.2 feet**; thence **N. 37-18 E. 122.6 feet**; thence **N. 52-53 W. 57 feet** to an old iron pin; thence **N. 43-12 E. 80.9 feet** to an old iron pin at the corner of property now or formerly owned by **Harry Hingson**; thence **S. 51-40 E. 407.3 feet** to the point of beginning.

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.