

HORTON, DRAWDY, DILLARD, MORTGAGEE, CHASMAN & BROWN, P.A., 307 PATTISON STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.

JUN 22 4 55 PM '72

## MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH  
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

**JAMES P. McNAMARA and CATHERINE F. McNAMARA and THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA AS TRUSTEE FOR JAMES G. BANNON** under written Agreement dated May 19, 1971,

(hereinafter referred to as Mortgagor) is well and truly indebted unto **FIRST PIEDMONT MORTGAGE CO., INC.**

(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 **ONE HUNDRED TWENTY FIVE THOUSAND and no/100**-----

-----Dollars (\$ 125,000.00) due and payable

two (2) years from date

with interest thereon from date at the rate of **eight** per centum per annum, to be paid: **annually**

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 those pieces, parcels or tracts of land, together with buildings and improvements, situate, lying and being in the County of Greenville, State of South Carolina in Austin Township, on the Northern side of Gilders Creek, on the Eastern side of South Carolina Highway No. 48 (Bethel Road), and on both the Eastern and Western sides of South Carolina Highway No. 14, as shown on a Plat entitled "Property of James P. McNamara and Catherine F. McNamara" made by Dalton & Neves, Engineers, dated April, 1958, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book MM, Page 11, said property consisting of two tracts as follows:

**TRACT NO. 1**, containing 23.80 acres, more or less, exclusive of roads, being a part of Tract No. 5 on a Plat of the Property of Mrs. Martha A. Austin as shown on a plat thereof made by W. J. Riddle, Surveyor, dated January, 1924, said tract being shown on the aforementioned plat of the Property of James P. McNamara and Catherine F. McNamara recorded in the RMC Office for said County and State in Plat Book MM, Page 11, reference to which is hereby craved for the metes and bounds thereof.

**TRACT NO. 2**, containing 119.30 acres, more or less, exclusive of roads, being a major portion of Tract No. 5 and a part of Tract No. 6 on a Plat of the Property of Mrs. Martha A. Austin as shown on plat thereof made by W. J. Riddle, Surveyor, dated January 1924, and being shown on the aforementioned plat of James P. McNamara and Catherine F. McNamara recorded in the RMC Office for said County and State in Plat Book MM, Page 11, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the identical property conveyed to James P. and Catherine F. McNamara by deed of James G. Bannon recorded in the RMC Office for Greenville County, South Carolina in Deed Book 597, Page 1, reference to which is hereby craved. The Citizens and Southern National Bank of South Carolina as Trustee for James G. Bannon acquired a 55/100ths interest in and to the above described property by deed of James P. McNamara and Catherine F. McNamara recorded in the RMC Office for said County and State in Deed Book 842, Page 49, the said James P. McNamara and Catherine F. McNamara having retained a 45/100ths interest therein.

Together with all and singular rights, members, hereditaments, 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 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.