

BOOK 1243 PAGE 443

HORTON, DRAWDY, DILLARD, MARCHAND & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

AUG 3 10 46 AM '72

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:
ELIZABETH RIDDLE
R.M.C.

WHEREAS, JAMES H. LINDSEY and DEOLIA COGGINS, PARTNERS d/b/a DUD-LIN INVESTMENTS under Agreement dated April 24, 1972 (hereinafter referred to as Mortgagor) is well and truly indebted unto

SOUTHERN BANK AND TRUST COMPANY

(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 FOURTEEN THOUSAND and no/100

Dollars (\$14,000.00) due and payable

thirty (30) days from date,

with interest thereon from date at the rate of 8 per centum per annum, to be paid:

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 piece, parcel or lot of land, together with all buildings and improvements, situate, lying and being on the Western side of the Piedmont Highway (Old National Highway No. 29) in Gantt Township, Greenville County, South Carolina, being shown and designated as the Northernmost portion of Lot No. 24 on a Plat of E. A. Smythe, et al made by Dalton & Neves Engineers, dated November, 1935, recorded in the RMC Office for Greenville County, S. C. in Plat Book D, Page 171, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of the Piedmont Highway at the joint front corners of Lots Nos. 24 and 25 and running thence along the Western side of said Highway, S. 1-40 W., 80 feet to an iron pin at the corner of property sold to Bert Gillam; thence along the line of property now or formerly owned by Gillam approximately N. 88-34 W., 586.9 feet, more or less, to an iron pin on the right of way of the Southern Railway Company; thence along the edge of the right of way of the Southern Railway Company, N. 9-35 E., 130.2 feet to an iron pin at the joint rear corners of Lots Nos. 24 and 25; thence along the common line of said lots, S. 83-42 E., 569.3 feet to an iron pin, the beginning corner.

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 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.

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 11 PAGE 481

SATISFIED AND CANCELLED OF RECORD
Elizabeth Riddle 1972
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:27 O'CLOCK A. M. NO. 13686