

REGULATION NO. 22
COMPLIED WITH

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

BOOK 1281 PAGE 719

JUN 15 4 03 PM '72
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, KENNETH K. EMERY, EDWARD F. EMERY, and CHARLES E. EMERY,

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

(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

Ten Thousand Two Hundred Seventy-two Dollars
Dollars (\$) due and payable

and 24/100----- (\$10,272.24)

in 36 monthly payments of Two Hundred Eighty-five Dollars and 34/100

with interest thereon from date at the rate of 5.5 add on per centum per annum, to be paid: monthly

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, located on the western side of State Highway No. 14, about 1 1/2 miles Southwest from Gowansville and being a part of the property shown on a plat made for G. Harold Smith by S. D. Atkins and W. N. Willis, surveyors, dated 5-13-1971, recorded in plat book SSS page 544-545, and being shown a revised plat thereof as a 21 acre tract, dated 11-2-1972, this plat not being recorded and having the following courses and distances, to-wit:

BEGINNING at the corner of Chastin property shown by deed recorded in deed book 960, page 419, on the western side of Highway No. 14 and running with Chastin and along the northern side of an un-opened road the following courses and distances, N. 84 W. 287 feet, No. 89 W. 340 feet to iron pin, S. 85-20 W. 224 feet and No. 85-45 W. 243 feet to iron pin on land now or formerly of Staggs; thence with the Staggs line N. 35-43 E. 989 feet to old iron pin; thence S. 53-30 E. 181 feet to old pin at corner of Hooker property (Deed book 949, page 603); thence with Hooker, N. 69 E. 1011 feet to pin; thence S. 87-30 E. 200 feet; thence still with Hooker, S. 66 E. 190 feet to the Western side of Highway No. 14; thence with the western side of Highway No. 14, S. 25-05 W. 50 feet to corner of Wilson lot (deed book 933, page 361); thence with and around Wilson lot the following courses and distances N. 66-00 W. 182 feet, N. 87-30 W. 180 feet S. 16-50 W. 300 Feet S. 87 E. 275 feet back to the Western side of Highway No. 14; thence with the western side of Highway No. 14 the following courses and distances S. 43-30 W. 193.5 feet S.S. 57-20 W. 177 feet, S. 55-40 W. 175 feet S. 51-30 W. 100 feet, S. 46-21 W. 102 feet, S. 40-20 W. 80 feet and S. 47-30 W. 147 feet to the beginning corner and containing 21 acres more or less. The courses along highway are run at the bottom of the bank to the highway

Bounded on the South by Chastin, on the West by lands now or formerly of Staggs, on the north by Hooker and Wilson on the East by Wilson and said highway, that portion of the highway between Chastin and Wilson, the line is along the bottom of the bank of highway.

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 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.