11306 E. Wasnington St.

MORTGAGE OF REAL ESTATE Thomas M. Patrick, Jr., XXXXXXXXX, Greenville, S C.

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FILED STATE OF SOUTH CAROQREENVILLE, CO. S. C. COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

4 06 PH '74 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY

I, Julius F. Haley, Jr. WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto American Bank & 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 Six Thousand and no/100--

Dollars (\$ 6,000.00) due and payable

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with interest thereon from

date

at the rate of nine (9%) per centum per annum, to be raid: on maturity

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 Mortgagoe 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 being known and designated as Tract No. 1 of the property of Julius F. Haley and, according to a survey of said property prepared by J. D. Calmes, Reg. L. S., in August, 1970, and recorded in the R. M.C. Office for Greenville County, South Carolina, in Plat Book 4P, at Page 17, having the following courses and distances, to-wit:

BEGINNING at an iron pin, joint eastern corner of Tracts Nos. 1 and 4, and running thence, S. 26-00 E. 711 feet to an iron pin; thence S. 31-20 E.143 feet to an old iron pin; thence S. 58-00 W. 2,280 feet to an iron pin in or near a stream known as Mountain Creek; thence with the center of said Mountain Creek as the property line, 670 feet, more or less, to a point, the southern corner of Tracts Nos. 1 and 2; thence running with the line of said tracts, N. 28-07 E. 1917.1 feet to an iron pin; thence N. 25-20 E. 276.5 feet to a point in the center of a pond; thence S. 74-40 E. 91.3 feet to an iron pin on the edge of said pond; thence running with the lines of Tracts Nos. 1 and 4, S. 83-14 E. 1075.9 feet to an iron pin, 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 heireinabove 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.