

MORTGAGE - INDIVIDUAL FORM 3 **PHILIP & MITCHELL, P.A., GREENVILLE, S. C.**

P. O. Box 969
Greenville, S.C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

JOHN S. TAMMERS
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **PEYTON H. McCOOL**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **SOUTH CAROLINA 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

EIGHTY THOUSAND AND NO/100 -----

Dollars (\$80,000.00) due and payable

as set forth in the note of even date herewith,

with interest thereon from date at the rate of ~~XX~~ 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, with all buildings and improvements thereon, situate, lying and being on the northern side of Grove Lake Road, in Butler Township, being an undeveloped portion of Oakway subdivision and having according to a plat of a survey from W. M. Webster, III made by Carolina Surveying Company, dated May 26, 1972, revised June 26, 1973, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 5-E at page 16, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Grove Lake Road at the corner of property now or formerly owned by Mary A. M. Cannon and running thence with the curve of the northern side of said Road, the chord of which is S. 38-01 W., 82.7 feet to an iron pin; thence N. 0-47 E., 85.3 feet to an iron pin; thence S. 64-15 W., 83.2 feet to a point on Dove Tree subdivision (formerly property of Maude C. Davenport); thence with the line of said property, N. 14-35 E., 474 feet to a point; thence continuing with the line of said property, N. 68-02 E., 344.5 feet to an iron pin in the line of Lot No. 15 of Oakway subdivision; thence with the line of said lot, S. 0-57 W., 432.7 feet to an iron pin on the property of Mary A. M. Cannon; thence with the line of said property, S. 79-31 W., 197 feet to a point; thence continuing with the line of said property, S. 64-15 W., 131.8 feet to a point and S. 0-47 W., 44.3 feet to the point of BEGINNING.

The above described property is the same conveyed to the mortgagor by deed of W. M. Webster, III, Trustee, recorded on December 14, 1973 in the RMC Office for Greenville County, S. C. in Deed Book 990 at page 577.

Also, all that certain sewer line easement granted by Dove Tree Realty, a S. C. partnership, to Peyton H. McCool by instrument recorded April 22, 1975, recorded in the RMC Office for Greenville County, S. C. in Deed Book 1075 at page 165 .

The above described property is subject to a first mortgage given by Peyton H. McCool to Fidelity Federal Savings and Loan Association in the original sum of \$50,000.00 dated March 1, 1975, recorded March 22, 1975 in Mortgage Book 1337, page 493, which has a present balance due in the sum of \$48,878.47.

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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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