

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE VOL 1439 PAGE 617

FILED
GREENVILLE CO. S. C.
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DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JERRY L. LAIL AND JUDITH L. LAIL

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE BANK OF GREER

(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 Sixty-five Thousand and no/100----- Dollars (\$ 65,000.00) due and payable in 180 consecutive monthly installments of \$659.29 per month each for principal and interest beginning on the 30th day after construction is complete and monthly thereafter until paid in full, except that if not paid sooner, the final installment of principal and interest shall be due and payable

with interest thereon from date at the rate of 9.0 per centum per annum, to be paid: as stated above

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 being shown as Lot No. 35 on plat of Mount Vernon Estates, Section II, prepared by Piedmont Engineers and Architects, recorded in Plat Book 4X at pages 12, 14, 14 and 15 in the R. M.C. Office for Greenville County, said lot fronting on Mount Vernon Road.

DERIVATION: See deed of Threatt Enterprises, Inc. to Jerry L. Lail and Judith L. Lail, recorded September 27, 1977 in the R. M. C. Office for Greenville County in vol. 1065 page 669.

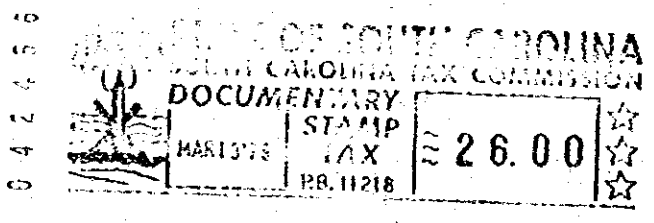
ALSO, all that lot of land situate on the Eastern side of Mt. Vernon Road in the County of Greenville, State of South Carolina, being shown as Lot 36 on a plat of Mt. Vernon Estates, portions of Sections 1 and 2, dated November 28, 1972, prepared by Piedmont Engineers and Architects, recorded in Plat Book 4-X at page 12 in the R. M. C. Office for Greenville County.

DERIVATION: See deed of Threatt Enterprises, Inc. (formerly T-M-L Corp., into which Threatt Maxwell Enterprises, Inc. was merged 9-1-77) to Jerry L. Lail and Judith L. Lail, recorded in the R. M. C. Office for Greenville County October 19, 1978 in vol. 1090 at page 286.

The above described lots are conveyed subject to restrictions recorded in Deed Book 973 at page 689 in the R. M. C. Office for Greenville County and also conveyed subject to all other restrictions, zoning ordinances, rights-of-way and easements of record and on the ground which affect said property.

For a more complete property description see said referred to deeds and plats.

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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.

THEY 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.

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