

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GR... S.C.
20 PM '80
M.C. WERSLEY

BOOK 1503 PAGE 803

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James H. Clark and Judy H. Clark

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Bank of Travelers Rest, Post Office Box 485, Travelers Rest, S.C., 29690,

(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 -----

Twenty-Five Thousand and No/100----- Dollars (\$ 25,000.00) due and payable in 180 consecutive monthly installments of Three Hundred Thirty-Two and 93/100 (\$332.93) Dollars each commencing June 15, 1980,

with interest thereon from date at the rate of 14% per centum per annum, to be paid: monthly, as provided in said note. THIS IS ONE OF THREE SEPARATE MORTGAGES GIVEN TO SECURE THE REPAYMENT OF THE TOTAL INDEBTEDNESS OF \$25,000.00.

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, in Travelers Rest,, being the northeastern part of lot marked "J.C. Roe", Lots 16, 15, 14, 13, 12, and part of Lot 11 on plat of J. H. Roe Property recorded in the RMC Office for Greenville County, S.C., in Plat Book G, Page 234, and a portion of Lot 3 on plat of Carl R. Vest Property recorded in Plat Book B, Page 184, and having, according to a plat of James H. & Judy H. Clark Property recorded in Plat Book 5-W, Page 9, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of McElhaney Road, at the corner of Travelers Rest (Milling) Feed & Seed Co., which iron pin is situate 7 feet northeast of the joint front corner of Lots 11 and 12, and running thence along McElhaney Road S. 41-24 W. 132.9 feet to an iron pin at the corner of property now or formerly of Werner; thence N. 48-50 W. 207 feet to an iron pin; thence N. 41-10 E. 20 feet to an iron pin; thence N. 60-30 E. 114 feet to an iron pin; thence S. 48-30 E. 67.5 feet along Travelers Rest Feed & Seed Co. to an iron pin at the joint rear corner of Lots 11 and 12; thence N. 41-20 E. 7 feet to an iron pin; thence S. 48-30 E. 102.4 feet to the point of beginning.

This being the identical property conveyed to the mortgagors by deed of James Allen Roe dated September 30, 1976, and recorded on October 5, 1976, in the RMC Office for Greenville County, S.C., in Deeds Book 1044, Page 78.

This is a second mortgage.

At the option of the mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagors shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any other reason whatsoever.

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RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, S.C. ON MAY 23 1980

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.

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