

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

RECORDED
10 S.C.
1 04 PM '80
R.M.C. WEAVER SLEY

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WHEREAS, JAMES P. POOLE and PHYLLIS M. POOLE

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

-----EIGHT THOUSAND AND NO/100----- Dollars (\$ 8,000.00---) due and payable

in 96 monthly installments for principal and interest of \$134.46 each beginning November 24, 1980, which if not paid sooner, the final payment shall be due October 24, 1988.

with interest thereon from date at the rate of 13% 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:

A portion of that certain parcel or lot of land situated on the south side of the Jordan Road and the east side of the Factory Road, near Pleasant Hill Church, in Highland Township, Greenville County, South Carolina, containing 30 acres more or less, and having courses and distances according to survey of said plat by W.P. Morrow, Surveyor, dated April, 1946, said portion or lot being more particularly described as follows:

BEGINNING at a point on the southern property line of said original 30 acres, said point being 100 yards from an iron pin located 574' from a point on the Factory Road on the Southeastern property line of said original 30 acres; thence perpendicular to the said southern property line in a northerly direction 210' to a point; thence perpendicular in an easterly direction 210' to a point; thence perpendicular in a southerly direction 210' to the southern property line; thence along the southern property line to the point of beginning.

DERIVATION: See Deed from Marvin E. White and Virginia N. White dated April 19, 1977 and recorded in Deed Book 1055, Page 33, in the Greenville County R.M.C. Office.

This mortgage is co-equal with that mortgage previously given by the mortgagors herein to the mortgagee herein and recorded in Greenville County R.M.C. Office in Mortgage Book 1396 at Page 996.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
03.20

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 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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