

MORTGAGE OF REAL ESTATE -

GREENVILLE CO. S.C.

1982 735

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OCT 30 3 50 PM '80 MORTGAGE OF REAL ESTATE

DONNIE E. TAYLOR
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert D. Garrett

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Company, Greenville, South Carolina

(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 Two Hundred Forty-two Thousand and no/100ths Dollars (\$242,000.00) due and payable

with interest thereon from even date at the rate of 12 1/2 per centum per annum, to be paid: as set forth in said promissory note.

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, containing 3.298 acres as shown on plat entitled "Property of Venture Development" as prepared by Campbell & Clarkson Surveyors, Inc. dated April 2, 1976 and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin located on the southern side of the right-of-way of Rutherford Road and running thence along said right-of-way S 78-05 E 53.4 feet to an iron pin; thence continuing along said right-of-way S 75-54 E 691.02 feet to an iron pin located approximately 525.3 feet from U.S. Highway 29; thence leaving said right-of-way and running S 3-28 W 70 feet to a point located on the northern side of the right-of-way of the P & N Railroad; thence S 3-28 W 57.5 feet to a point in the center of said P & N Railroad right-of-way; thence along the center line of said railroad right-of-way N 86-33 W 732 feet to a point; thence N 3-27 E 57.5 feet to the edge of said railroad right-of-way; thence continuing N 3-27 E 205.5 feet to an iron pin in the right-of-way of Rutherford Road being the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor by deed of Venture Development, a South Carolina Partnership, as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1136, Page 423, on October 30, 1980.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP TAX \$96.00

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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.

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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