

MORTGAGE OF REAL ESTATE

1559 617

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

FILED
GR... CO. S. C. ALL WHOM THESE PRESENTS MAY CONCERN:

DEC 14 3 52 AM '81

WHEREAS, Timothy ~~Hamberg~~ **ERSLEY**

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bank of Travelers Rest

(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 **seventeen thousand seven hundred thirty-three and seventy-eight/100ths** Dollars (\$17,733.78) due and payable

according to the terms of that certain note of even date

with interest thereon from date at the rate of 17.50 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 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

ALL that certain piece, parcel or lot of land, located, lying and being in the County of Greenville, State of South Carolina, near Marietta, being known and designated as Tract No. 2, containing 2.72 acres, more or less, as shown on survey entitled "Survey for Walker Properties", dated March 31, 1978, prepared by W. R. Williams, Jr., recorded in the Greenville County RMC Office in Plat Book 6-V at Pages 25 and 35, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of the right-of-way of Flatwoods Road at the joint front corner of the within tract and Tract No. 3 and running thence along the center of said right-of-way N. 46-23 W., 169.2 feet to a point; thence continuing along the center of said right-of-way N. 38.21 W., 100.0 feet to a point; thence continuing along the center of said right-of-way N. 29-48 W., 50.0 feet to a point in the center of said right-of-way at the joint front corner of the within tract and Tract No. 1; thence running along the joint line of said tracts N. 52-20 E., 371.6 feet to an iron pin at the joint rear corner of the within tract and Tract No. 1; thence running S. 37-45 E., 325.0 feet to an iron pin at the joint rear corner of the within tract and Tract No. 3; thence running along the joint line of said tracts S. 53-41 W., 353.2 feet to a point in the center of the right-of-way of Flatwoods Road, at the joint front corner of the within tract and Tract No. 3, the point and place of BEGINNING.

This is the identical property conveyed to the Mortgagors herein by deed from Walker Properties, a General Partnership, dated February 3, 1981 and recorded in the RMC Office for Greenville County in Deed Book 1142 page 439.

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

COPIES OF THIS DEED 1409

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED
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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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