

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
REC'D
F. CO. S. O.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

OCT 22 11 06 AM '82

WHEREAS, William R. Fairbanks
DONNIE S. TANKERSLEY
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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

Fifteen Thousand and No/100-----Dollars (\$ 15,000.00) due and payable

In full One Hundred Eighty (180) days from the date hereof

with interest thereon from even date at the rate of 14 1/2% per centum per annum, to be paid:

in full One Hundred Eighty (180) days from the date hereof

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:

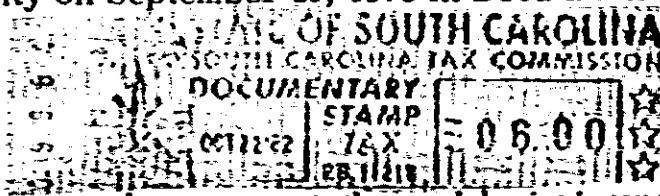
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being a portion of Lot #1, as shown on a plat entitled "Property Survey for Rick Fairbanks" prepared by Arbor Engineering, dated October 20, 1982, containing 3.04 acres, more or less, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of an unnamed private road which runs to an intersection with Phillips Trail, at the joint corner with Lot #2 and running thence along the center of said unnamed private road S. 2-41-55 W. 37.36 feet to an iron pin; thence continuing along the center of said road S. 37-34-03 W. 37.84 feet to an iron pin; thence continuing along the center of said unnamed road S. 46-19 W. 73.02 feet to an old nail and cap at the joint corner with property of George Biediger; thence running along a joint line with property of said George Biediger N. 77-57-28 W. 454.92 feet to an iron pin; thence continuing along a line of property of said George Biediger S. 10-48-23 W. 235.57 feet to an iron pin; thence continuing along the line of Biediger S. 25-16-09 W. 42.76 feet to an iron pin; thence continuing along a line with property of said George Biediger S. 5-28-11 E. 106.02 feet to an iron pin; thence running N. 80-52-50 W. 142.05 feet to an iron pin; thence running N. 10-03-35 E. 106.24 feet to an iron pin; thence running N. 10-04-31 E. 118.31 feet to an iron pin; thence running N. 12-09-29 E. 77.51 feet to an iron pin; thence running N. 9-02-10 E. 215.48 feet to an iron pin at a joint corner with Lot #2; thence running along a joint line with Lot #2 S. 78-13-05 E. 203.79 feet to an iron pin; thence continuing along a joint line with Lot #2, S. 77-46-31 E. 435.88 feet to an iron pin in the center of said unnamed road, being the point of beginning.

This is a portion of the property conveyed to the mortgagor herein by deed of Lawrence E. McNair dated September 21, 1978 and recorded in the R.M.C. Office for Greenville County on September 21, 1978 in Deed Book 1088 at Page 374.



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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