

JOHN M. DILLARD, Attorney at Law, Greenville, S. C.
STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

APR 15 11 45 AM 1965

MORTGAGE OF REAL ESTATE BOOK 991 PAGE 489
R.M.C.
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES G. BANNON, by his attorney-in-fact and trustee, Frank E.R. Siena, under written Agreement dated September 7, 1962, (hereinafter referred to as Mortgagor) is well and truly indebted unto BELK-SIMPSON COMPANY, INC.,

(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 Seven Thousand Five Hundred and No/100-----Dollars (\$ 7,500.00-- due and payable on or before July 1, 1965, as more fully set forth in a Promissory Note executed and delivered by the mortgagor to the mortgagee of even date herewith, which is incorporated herein by reference and made a part hereof as though fully set forth,

with interest thereon from date at the rate of six(6%) per centum per annum, to be paid: at maturity

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 lot of land with improvements known as the "Bannon Building" lying at the northeastern corner intersection of West McBee Avenue and Laurens Street in the City of Greenville, Greenville County, South Carolina, and being more fully described by metes and bounds as follows:

BEGINNING at an iron pin at the northeastern corner intersection of West McBee Avenue and Laurens Street, and running thence with West McBee Avenue S. 70-45 E. 100 feet to an iron pin; thence N. 18-15 E. 98 feet to an iron pin; thence N. 70-45 W. 100 feet to an iron pin on Laurens Street; thence with Laurens Street S. 18-15 W. 98 feet to an iron pin, the beginning corner; subject, however, to a 10-foot alley on the easternmost side of said lot extending from West McBee Avenue to property now or formerly owned by J.W.Cagle, the estate of J.H.Morgan and W.R. Jones as more fully set forth in a deed recorded in the R.M.C. Office for said County and State in Deed Book RR, Page 524.

The abovedescribed property is the same conveyed to Mary Louise Bannon by deed of Susan C. Gallivan dated April 21, 1939 recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 210, Page 128. James G. Bannon acquired the said property as the sole heir at law of Mary Louise Bannon who died in 1950, as will appear by reference to the records of the Probate Court for Greenville County, South Carolina, appearing in Apartment 598, File 12.

This mortgage in junior in lien to a mortgage covering the above property in favor of Southern Bank & Trust Company of Greenville, S.C. recorded on September 29, 1964 in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 973, Page 419.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

For Satisfaction to Mortgage see R.E.M. Book 1004 - Page 163

SATISFIED AND CANCELLED OF RECORD
12 DAY OF *Aug.* 19*65*
Ollie Farnsworth
R.M.C. FOR GREENVILLE COUNTY, S. C.
AT *1106* O'CLOCK *A.M.* NO. *4856*