

SEP 10 4 06 PM '70

BOOK 1166 PAGE 67

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
 } OLLIE FARNSWORTH
 } R. M. C.
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, PAUL G. BATES AND MARIE S. BATES

(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 Sixty Five Thousand and No/100

Dollars (\$65,000.00) due and payable

\$5,000.00 on September 10, 1971; \$5,000.00 on September 10, 1972; \$5,000.00 on September 10, 1973; \$5,000.00 on September 10, 1974 and \$45,000.00 on September 10, 1975;

with interest thereon from date at the rate of 8½% per centum per annum, to be paid: annually

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, on Paris Mountain and being known and designated as Tract No. 5 containing 2.14 acres, more or less, according to a survey by C. O. Riddle in January, 1955, as shown on plat of Audubon Forest, Map No. 2, and having the following metes and bounds, to-wit:

Beginning at an iron pin in Audubon Road at joint front corner of Tracts 4 and 5, and running thence along joint line of said tracts N. 22 E. 357 feet to a drainage easement on side of branch; running thence with branch as line S. 67-55 E. 206.3 feet to an iron pin; running thence still along said branch S. 63-25 E. 50 feet to an iron pin at joint rear corner of Tracts 5 and 6; running thence along joint line of said lots S. 31-30 W. 503.7 feet to an iron pin; running thence along Audubon Road N. 23-52 W. 153.9 feet to an iron pin; thence continuing with said Road N. 37-29 W. 71.1 feet to an iron pin at the point of beginning.

ALSO, all that piece, parcel or lot of land being shown as Tract No. 6 on a plat of Audubon Forest recorded in Plat Book BB, Page 197, in RMC Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on Northeasterly side of Audubon Road at the joint front corner of Tracts 5 and 6, and running thence with the line of said tracts N. 31-30 E. 503.7 feet to center of branch; thence with center of said branch S. 63-25 E. 187.9 feet to an iron pin; thence S. 30-47 W. 253 feet to an iron pin; thence S. 31-45 W. 358 feet to an iron pin on Northeasterly side of Audubon Road; thence with said Road, the following courses and distances, to-wit: N. 41-58 W. 19.5 feet; N. 35-14 W. 108.5 feet; N. 29-33 W. 59.8 feet; N. 23-52 W 22.2 feet to an iron pin at the point of beginning.

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.