

MORTGAGE OF REAL ESTATE - FILED BY BRADLEY MORRAN, JR., Attorney at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 28 12 44 PM '71
OLLIE FARNSWORTH
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, PRESTON S. MARCHANT

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE PEOPLES NATIONAL BANK

(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/100ths

Dollars (\$ 15,000.00) due and payable

in equal quarterly installments of \$548.40 each; payment applied first to interest, balance to principal

with interest thereon from date at the rate of eight per centum per annum, to be paid quarterly

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:

those ALL certain pieces parcel or lots of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on or near the Southerly side of S.C. Highway No. 291, near the City of Greenville, being known and designated as a portion of Lots Nos. 23, 24, 25, 26, 27, 28, 29 and 44 as shown on plat entitled "Paramount Park", prepared by Piedmont Engineering Service, dated July, 1949, recorded in the R.M.C. Office for Greenville County in Plat Book W at page 57 and having, according to said plat, the following metes and bounds:

Portion of Lots Nos. 23, 24, 25, 26, 27, 28 and 29:

BEGINNING at a point on the Southerly side of S. C. Highway No. 291 at the joint front corner of the premises herein described and property now or formerly of Chanticleer Real Estate Company and running thence with the Southerly side of S.C. Highway No. 291 S. 46-41 W. 425 feet to an iron pin at the joint front corner of the premises herein described and property now or formerly of W. N. Leslie, Inc.; thence with the line of said W. N. Leslie, Inc. property S. 43-15 E. 125 feet, more or less, to a point in the line of Lot No. 46; thence with the line of Lots Nos. 46, 45, 44, 43, 42, 41 and 40 N. 46-45 E. 425 feet to a point at the joint rear corner of the premises herein described and said Chanticleer Real Estate Company property; thence with the line of said Chanticleer Real Estate Company property N. 43-15 W. 126.2 feet, more or less, to the point of beginning.

Portion of Lot No. 44:

BEGINNING at a point in the joint rear line of Lots Nos. 25 and 44, said point being S. 46-45 W. 21.5 feet from the joint rear corner of Lots Nos. 43 and 44 and running thence with the rear line of Lot No. 44 S. 46-45 W. 27 feet to a point; thence with a new line through Lot No. 44 S. 43-15 E. 20 feet to a point; thence continuing with the new line through Lot No. 44 N. 46-45 E. 27 feet to a point; thence still continuing with the new line through Lot No. 44 N. 43-15 W. 20 feet to the point of beginning.

Together with an easement for purposes of ingress to and egress from other property of the Mortgagor herein over, through and across all that certain piece, parcel or lot of land situate, lying and being on the Northwesterly side of Crosby Circle near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 44 as shown on a plat entitled "Paramount Park", referred to hereinabove, said easements having a width of twelve (12) feet situate along and parallel to the entire Southwesterly side of Lot No. 44.

This mortgage constitutes a second mortgage subject to the prior lien of a mortgage held by The Peoples National Bank covering a portion of the above described premises and subject to the lien of a certain mortgage held by The Southern Bank & Trust Company over another portion of the above property.

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.