

GRiffin & HOWARD, ATTORNEYS AT LAW
GREENVILLE, SOUTH CAROLINA

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAN 31 9 08 AM '72

OLLIE FARNSWORTH
R. M. G.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

for substitutions see all P. F. M. Book 1220 page 537

WHEREAS, Jamile R. Dumit, George M. Dumit, Margaret E. Dumit, Lumia D. Eassy and Catherine D. Both

(hereinafter referred to as Mortgagor) is well and truly indebted unto

SOUTHERN BANK & TRUST COMPANY, a South Carolina Corporation

(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 ----- Dollars (\$ 15,000.00) due and payable

in four (4) equal installments of \$3,750.00, beginning July 31, 1972, with payments thereafter to be made on the 31st day of each succeeding January and July until paid in full

with interest thereon from date at the rate of 7 1/2% per centum per annum, to be paid: semi-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, Chick Springs Township, together with the buildings and improvements thereon, about two miles from the town of Greer, on the Northern side of U. S. Highway #29, and being described as tract two of Will Dill land as shown on a plat dated August 21, 1935, by J. Earle Freeman,

ALSO:

ALL those pieces, parcels or lots of land in Chick Springs Township, Greenville County, South Carolina, on or near the Northern side of Highway #29, being shown as lots #6 and 7, containing 1.28 acres and 2.35 acres, respectively, as shown on a plat entitled "Property of I. B. Brannon" by J. Earle Freeman, surveyor, dated October 5, 1927.

ALSO:

A tract containing 3.48 acres adjoining the above described properties being designated as Lot #1 on plat entitled "W. E. Dill Property" by J. Earle Freeman, surveyor, dated August 26, 1925, these being the identical tracts conveyed to Pedro Dumit, by deeds recorded in the RMC Office for Greenville County, South Carolina, in Deed Volumes 297, at Page 419, and 262 at Page 371; thereafter Sallie W. Dumit (Dumite) conveyed her half interest in the subject property to Pedro Dumit by deed recorded in the RMC Office for Greenville County, Volume 443, at Page 312, reference is hereby made to the above described deeds for a metes and bounds description of the subject premises.

Thereafter Pedro Dumit died testate on December 31, 1964, reference being made to Greenville County Probate File 24, of Apartment 890. The mortgagors herein, along with Sadie D. Hever, were the beneficiaries of that estate as to the subject premises and Sadie D. Hever did thereafter by deed dated May 15, 1970, convey all her interest in the above described property to the mortgagors herein. The property mortgaged by this instrument is that property upon which is located the Dumit Motel and also the acreage surrounding which passed through the estate of Pedro Dumit.

This mortgage is junior in lien to that mortgage executed by the mortgagors herein to the mortgagee on May 15, 1970, and recorded in Mortgage Book 1155, page 275, in the principal amount of \$25,000.00.

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.

SATISFACTION CANCELLED OF RECORD

28th FEB 1977
Dannie S. [Signature]

R. M. G. GREENVILLE COUNTY, S. C.
AT 9:29 O'CLOCK A. M. NO. 22703

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 45 OF RECORD PAGE 568

3rd DAY OF Jan 1988

FOR GREENVILLE COUNTY, S. C.
AT 4:21 O'CLOCK P. M. NO. 21069

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