

HORTON, DRAWDY, DILLARD, MARCHBANKS, ... & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
JUL 31 11 56 AM '72
ELIZABETH RIDGE
R.M.C.

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

CHARLES W. MARCHBANKS

(hereinafter referred to as Mortgagor) is well and truly indebted unto R. M. CAINE & BLAKE P. GARRETT AS TRUSTEES

(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 Eight Hundred Eighty-one and No/100----- Dollars (\$ 7881.00) due and payable

in the principal sum of \$3940.50 on August 1, 1973, and the sum of \$3940.50 on the principal on August 1, 1974, plus interest at the rate of 7% per annum on the deferred balance from time to time due to the computed and paid annually on the same dates as principal as aforesaid,

with interest thereon from date at the rate of 7 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 piece, parcel or tract of land containing 3.7 acres, more or less, near Garden Terrace in Greenville County, South Carolina, being a portion of the Floyd Property on a plat recorded in the RMC Office for Greenville County, S.C., in Plat Book 000, pages 72 and 73 and being shown on a more recent plat entitled "Property of Charles W. Marchbanks", made by Campbell & Clarkson Surveyors, dated February 4, 1969, revised July 21, 1972, and having according to the last mentioned plat the following metes and bounds, to wit:

BEGINNING at an iron pin at the Southwestern most rear corner of Lot No. 23 fronting on Garden Terrace (said iron pin being located S. 88-43 E., 275.4 feet and S. 7-30 W., 76 feet from an iron pin at the joint front corners of Lots Nos. 22 and 23, fronting on Garden Terrace, Lot No. 22 of which is owned by Charles W. Marchbanks), and running thence N. 77-40 W., 177 feet crossing a branch to an iron pin 25 feet distant from said branch; thence N. 3-12 E., 767.4 feet to an iron pin; thence recrossing said branch, S. 88-45 E., 235.4 feet to an iron pin; thence S. 7-30 W., 805.8 feet to an iron pin, the beginning corner.

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.