

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

JAN 17 12 58 PM '73

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY  
R.M.C.REGULATION NO. 2  
COMPLIED WITH  
✓

WHEREAS, JOE W. HILLER

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Citizens and Southern Corporation (46 Broad St., Chas. S.C.), as Trustee for Chemical Bank and First National City Bank pursuant to the Purchase and Repurchase Agreement dated Jan. 1, 1971

(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 THIRTY ONE THOUSAND NINE HUNDRED AND NO/100 ----- Dollars (\$31,900.00 ) due and payable

ON DEMAND

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

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, containing .36 acres according to a plat of property of R. Street Partnership, prepared by Enwright Associates, Engineers, dated September 14, 1972 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southeasterly side of Range View Circle at the intersection of said Circle and a proposed new road and running thence with the southern edge of said proposed new road, S. 39-36 E., 136.45 feet to an iron pin; thence S. 38-51 E., 5.1 feet to an iron pin; thence S. 32-22 E., 46.08 feet to an iron pin on said proposed new road; thence S. 49-33 W., 70.53 feet to an iron pin; thence N. 51-59 W., 160 feet to a hole in the top of a culvert on the southeasterly side of Range View Circle; thence with the edge of said Circle, N. 34-16 E., 115.24 feet to the point of beginning.

This is the identical property conveyed to the mortgagor by deed of R. Street Partnership recorded in Deed Book 964 at page 653.

Together with all; and singular rights, members, hereditaments, 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.