

FILED
GREENVILLE, CO. S. C.

BOOK 1274 PAGE 390

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAY 3 2 27 PM '73

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY

R.I.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

REGULATION NO. 11
COMPLIED WITH
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WHEREAS, Dula V. Collins, J. Bennett Collins and Aileen Collins Greene

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Company of Greenville, S. C.

(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-Five Thousand and 00/100 ----- Dollars (\$ 35,000.00) due and payable

monthly

with interest thereon from date at the rate of 8 per centum per annum, to be paid: In six (6) years

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, and being shown as a part of Tract No. 5 (on a plat of the D. P. Stokes Estate prepared by H. S. Brockman, March 15, 1949, and, according to said survey, having the following metes and bounds, to-wit:

BEGINNING at a point in the center of State Park Road, (Highway No. 253) at the corner of property now or formerly of Ezel Styles, and running thence with the center of said road S. 55-13 E., 420 feet to a point in the center of said road; thence with Woods Creek, S. 84-40 W. 420 feet to a point; thence N. 14-35 E. 290 feet to a point in the center of State Park Road, the point of BEGINNING, and containing 1.54 acres, more or less.

ALSO; ALL that certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid, Bates Township, about three miles from Travelers Rest and near the Little Texas School. Lying on the western side of the State Highway from Greenville to Travelers Rest by way of State Park. And being part of tract No. 5 as shown on a plat of property of D. P. Stokes Estate. Said plat made by H. S. Brockman, surveyor, March 15, 1949, and having the following metes and bounds, to-wit:

BEGINNING at a point in the center of the said State Highway, joint corner of the Connie J. Whitfield lot; and runs thence with the center of said highway N. 55-13 W. 150 feet to a point in the said road; thence S. 41-00 W. 266 feet to an iron pin, new corner (iron pin also on western bank of road at 16 feet); thence S. 20-50 W. 200 feet to an iron pin; new corner, thence S. 40-35 W. 125 feet to old maple corner on southern bank of wood's creek; thence down the said creek as the line N. 63-30 E. 229 feet to a bend; thence N. 84-40 E. 165 feet to a point in said creek, joint corner of the Connie J. Whitfield lot; thence with the line of this lot, N. 14-35 E. 290 feet to the BEGINNING corner (stone and iron pin in on line at 17 feet) containing two and five one-hundredths (2.05) acres, more or less.

See attached sheet.

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.

for liberalization of mortgage, see P.E.M. Book 1286 page 64