

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
SEP 13 1 25 PM '71
OLLIE FARNSWORTH
R. H. C.

BOOK 1288 PAGE 617

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1285 PAGE 671

WHEREAS, I, JACK N. PAYTON,

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOHN H. STASNEY

(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 FIFTY THOUSAND AND NO/100

Dollars (\$ 50,000.00) due and payable

\$353.40 per month with payments applied first to interest and balance to principal and with the right to anticipate the full amount or any part thereof on any interest bearing date without penalty

with interest thereon from date at the rate of seven per centum per annum, to be paid: monthly

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, on the northeastern side of S. C. Highway No. 291 By-Pass, being a portion of the property shown on plat recorded in Plat Book HH, at page 133, in the RMC Office for Greenville County, and described as follows:

BEGINNING at an iron pin on the northeastern side of S. C. Highway No. 291 By-Pass, corner of property now or formerly of Sidney R. Marshall, and running thence with the northeastern side of said Highway, N. 40-27 W. 80 feet to iron pin; thence N. 4-48 E. 200 feet to iron pin; thence S. 60-21 E. 130 feet to iron pin at corner of property of Sidney R. Marshall; thence with the line of said property S. 21-40 W. 210.9 feet to the beginning corner.

2553

ASSIGNMENT: For Mortgage to this Assignment see REM July 25, 1973 Book 1206, Page 617

FOR VALUE RECEIVED the undersigned does hereby assign, transfer and set over to SOUTHERN BANK & TRUST COMPANY, GREENVILLE, S.C. THE within Mortgage of Real Estate and the Note securing said mortgage until the sum of \$13,500.00 has been paid in full.

Witnessed:

Hubert E. Tankersley
Donnie S. Tankersley

John H. Stasney

RECORDING FEE
PAID \$ 25

ASSIGNMENT FILED
25th DAY OF July 1973
R. E. BOOK 1285 PAGE 671
AT 12:35 P.M. JUL 25 1973
Donnie S. Tankersley
R.H.C. FOR GREENVILLE COUNTY, S.C.

HUBERT E. TANKERSLEY
ATTY.

JUL 25 1973

Assignment Recorded July 25, 1973 at 12:35 P. M., # 2553

FILED
GREENVILLE CO. S. C.
JUL 25 12 35 PM '73
DONNIE S. TANKERSLEY
R.H.C.

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.

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