

FILED  
GREENVILLE, CO. S. C.

BOOK 1291 PAGE 559

SEP 25 4 34 PM '73

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY  
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James E. McGraw, Jr. and Pamela D. McGraw

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Peoples National Bank, Greenville, South Carolina

(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 Twenty-Four Thousand Seven Hundred and No/100ths

Dollars (\$ 24,700.00 ) due and payable

in monthly installments of \$206.61 each commencing November 3, 1973 and continuing on the same date of each successive month thereafter until paid in full

with interest thereon from date at the rate of eight 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 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 lying and being on the southwesterly side of Lisa Drive near the City of Greenville and being designated as Lot No. 36 on a plat of Wade Hampton Terrace, said plat being recorded in the RMC Office for Greenville County in Plat Book KK at Page 15 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Lisa Drive at the joint front corner of Lots 35 and 36 and running thence with the common line of said lots, S. 35-16 W. 141.6 feet to an iron pin; thence N. 52-41 W. 120.07 feet to an iron pin at the joint rear corner of Lots 36 and 37; thence with the common line of said lots, N. 35-16 E. 137.4 feet to an iron pin on the southwestern side of Lisa Drive; thence with the southwesterly side of Lisa Drive, S. 54-44 E. 120 feet to the point of beginning.

It is agreed between the parties hereto that this mortgage shall not be assumable.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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 promises 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 whatsoever lawfully claiming the same or any part thereof.

4328 RV-2