

FILED  
GREENVILLE CO. S. C.  
12 23 9 22 AM '77  
DONNIE S. TAMMERLEY  
R.M.C.  
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STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Thomas H. Locke and Nancy W. Locke

(hereinafter referred to as Mortgagor) is well and truly indebted unto Capital Bank and Trust of Belton, 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

- - - - - Ten thousand and no/100 - - Dollars (\$ 10,000.00 ) due and payable on Demand.

with interest thereon from date at the rate of 8 per centum per annum, to be paid: Quarterly

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, the Mortgagee's heirs, 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 on the southern side of Fork Shoals Road (also known as Pearson Road) containing 10.4 acres as shown on a plat of property of Billy R. and Patricia L. Mahaffey dated April 14, 1966 by Carolina Engineering and Surveying Company and recorded in the RMC Office for Greenville County in Plat Book MMM at Page 91 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin near the center of Pearson Road and running thence along the property now or formerly of Pearson as shown on said plat, S. 4-0 W. 1549.7 feet to an iron pin; thence S. 66-53 W. 316.0 feet to an iron pin on the line of property of Anthony J. Maurer; thence with the Maurer line, N. 4-0 E. 1681.5 feet to an iron pin near the center of Pearson Road; thence along the center of said Road, S. 84-33 E. 130.0 feet; thence continuing along the center of said Road, N. 89-15 E. 150.0 feet to an iron pin, the point of beginning.

Less, however, that certain piece, parcel or lot of land shown on a plat of property of Thomas H. Locke recorded in the RMC Office for Greenville County in Plat Book 4U at Page 126, and conveyed by the mortgagors herein to Thomas H. Locke, II by deed dated October 2, 1973, recorded in the RMC Office for Greenville County in Deed Book 986, Page 93.

The within mortgage is understood and agreed to be a mortgage junior in rank to that certain mortgage to Capital Bank and Trust of Belton, South Carolina, dated August 17, 1971, recorded in the RMC Office for Greenville County in Mortgage Book 1203, Page 357.



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 premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that is 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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