

NOV 12 3 25 PM '75

1350 371

DONALD C. WYNNENGLY
R.M.C.

MORTGAGE

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

THIS MORTGAGE is made by the between the Mortgagor (s)

CARMEN H. UPCHURCH (herein "Borrower") and the

Mortgagee FIRST PIEDMONT BANK AND TRUST COMPANY

Greenville, South Carolina (herein "Lender").

WHEREAS, the Borrower is indebted to the Lender in the sum of Thirty Thousand and No/100 Dollars (\$ 30,000.00) as evidenced by the Borrower's promissory Note of even date herewith (herein "Note") the terms of which are incorporated herein by reference, with principal and interest to be paid as therein stated, the unpaid balance of which, if not sooner paid, shall be due and payable

December 12, 1975; and

WHEREAS, the Borrower may have borrowed other monies from the Lender (which term as used throughout this Mortgage Agreement shall include any Holder) which monies have not been fully repaid and the Borrower may hereafter become indebted to the Lender for such further sums as may be advanced to or for the Borrower's account for taxes, insurance premiums, public assessments, repairs, or for any other purpose; and

WHEREAS, the Borrower desires and intends to secure any and all of said existing indebtedness and future advances and indebtedness by granting to Lender a Mortgage on the real property hereinafter described, which Mortgage shall be security for all obligations of the Borrower to Lender in the total principal amount of Forty Thousand and No/100 Dollars (\$ 40,000.00);

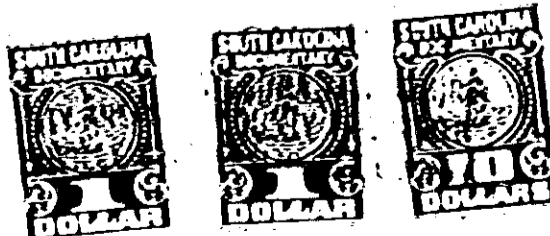
NOW, THEREFORE, KNOW ALL MEN, that the Borrower (jointly and severally if more than one), in consideration of the foregoing and also in consideration of the further sum of Three and No/100 (\$3.00) Dollars to the Borrower in hand well and truly paid by the Lender at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, TO SECURE TO LENDER the repayment of: (a) the indebtedness evidenced by the aforesaid Note, with interest thereon; (b) all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained; and (c) all other money heretofore or hereafter advanced by the Lender to or for the account of the Borrower and all other present or future direct or contingent liabilities and indebtedness of the Borrower to the Lender of any nature whatsoever to the fullest extent allowed by law, and any modifications, extensions, rearrangements or renewals of any of (a)-(c) (all hereinafter collectively called the "Obligations"), with the limitation that the total principal amount of said Obligations secured hereby shall not exceed the amount specified in the preceding paragraph, together with reasonable attorney's fees, court costs and expenses of whatever kind incident to the collection of any of said Obligations and the enforcement of the Mortgage interest created hereby, does hereby mortgage, grant bargain, sell and release unto the Lender, its successors and assigns, the following described real estate:

All that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in Chick Springs Township, Greenville County, State of South Carolina, being known and designated as Lot No. 17 on plat of LAKE FOREST HEIGHTS, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG at Page 153, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Yancy Drive at the joint front corner of Lots Nos. 16 and 17, and running thence with the joint line of said two lots, N. 71-48 E. 197.4 feet to an iron pin at the rear corner of Lot No. 18; thence with the line of Lot No. 18, S. 8-10 E. 173.1 feet to an iron pin on McCarter Avenue; thence with the Northern side of McCarter Avenue, S. 81-50 W. 147 feet to an iron pin; thence with the curve of the intersection of McCarter Avenue and Yancy Drive, the chord of which is N. 63-44 W. 44.8 feet to an iron pin; thence continuing with the Eastern side of Yancy Drive, N. 15-13 W. 110.1 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1022 at Page 647.

5.12.00



4328 RV-2