

JUL 20 2 11 PM '75

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, LAWRENCE E. McNAIR

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Piedmont Bank & Trust Company

(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 Five Thousand and No/100 -----

Dollars (\$ 55,000.00) due and payable

according to the terms of said note as extended to July 20, 1977

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

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:

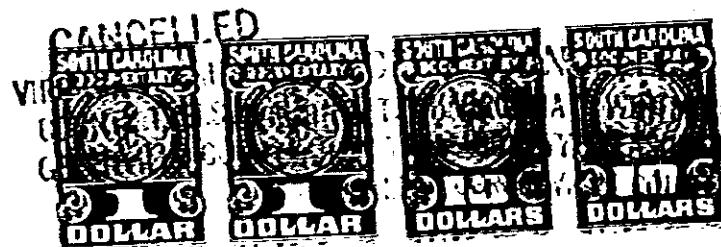
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northwesterly side of Rutherford Road in

the City of Greenville, being shown as a 1.49 acres tract according to a survey made by Campbell & Clarkson entitled "Property of Elizabeth H. Tinsley", and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Rutherford Road, which pin is located 215 feet in a northeasterly direction from the corner of the intersection of Green Meadow Lane and Rutherford Road, and also being the northeasterly corner of Lot 1 of the subdivision known as North Meadow Heights, and running thence along the North Meadow Heights line N. 51-43 W. 252.5 feet to an iron pin at the easterly corner of Wedgewood Lane; thence along said Lane, N. 51-24 W. 54.85 feet to an iron pin; thence N. 36-29 W. 119.5 feet to an iron pin; thence N. 63-29 E. 87.5 feet to an iron pin; thence S. 71-17 E. 127.8 feet to an iron pin; thence S. 63-35 E. 272.8 feet to an iron pin on the northwesterly side of Rutherford Road; thence along said Road S. 38-49 W. 210 feet to an iron pin, the point of BEGINNING. Being the same property conveyed to Lawrence E. McNair and Donald D. Greer by Elizabeth H. Tinsley in Deed Vol. 975 at page 118 and deed of Donald D. Greer to Lawrence E. McNair in Deed Vol. 999 at Page 300.

This mortgage is given as collateral for that certain Note in the original principal sum of \$55,000.00 given by Lawrence E. McNair to First Piedmont Bank & Trust Company on September 17, 1974 having a balance due of \$43,112.18 as of July 19, 1976. This mortgage is given as collateral in lieu of that certain deed of trust from Lawrence E. McNair and Mrs. McNair to John T. Weigel, Trustee for First Piedmont Bank & Trust Company of Greenville, South Carolina in the original amount of \$55,000.00 dated September 17, 1974 and recorded in Book 2699 at Page 807 in Guilford County, North Carolina which deed of trust is to be satisfied of record.

5 22.00



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 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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