

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

Mortgagee's address: P.O. Box 1000
Tryon, N.C. 28782

APR 5 1 27 PM '77
KERNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

BOOK 1406 PAGE 320

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, JIMMY L. COX and WANDA R. COX, his wife, of the County of Polk and State of North Carolina

(hereinafter referred to as Mortgagor) is well and truly indebted unto NORTH CAROLINA NATIONAL BANK,

(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

FOUR THOUSAND & NO/100 Dollars (\$ 4,000.00) due and payable

On or before one (1) year after date; interest payable quarterly;

with interest thereon from date at the rate of nine 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, Glassy Mountain Township, and described by metes and bounds as follows:

BEGINNING on a railroad spike located in the center of a public road known as the Lake Road, said beginning railroad spike being a corner common of the one (1) acre tract herein conveyed and the Vollie Cox property; and running thence from said beginning railroad spike, North 57 degrees 23 minutes 30 seconds East 197.94 feet to a 15 inch Poplar Tree; thence, more or less, along the center of a creek, nine (9) calls as follows: North 13 degrees 34 minutes 50 seconds West 47.69 feet to an iron pin, North 49 degrees 23 minutes East 19.88 feet to an iron pin, North 35 degrees 52 minutes 30 seconds West 57.90 feet to an iron pin, North 71 degrees 19 minutes West 52.63 feet to an iron pin, North 30 degrees 35 minutes 10 seconds East 61.36 feet to an iron pin, North 32 degrees 30 minutes 30 seconds West 23.64 feet to an iron pin, North 78 degrees 01 minute 20 seconds West 37.61 feet to an iron pin, South 56 degrees 07 minutes 20 seconds West 29.36 feet to an iron pin and North 75 degrees 57 minutes 20 seconds West 94.80 feet to a railroad spike in the center of Lake Road; thence along the center of Lake Road, South 6 degrees 31 minutes East 192.69 feet to a nail; thence continuing with the center of Lake Road, South 11 degrees 00 minutes East 95.15 feet to the point of BEGINNING, containing 1.00 acre as shown and delineated upon a plat entitled, "JIMMY L. & WANDA R. COX, Glassy Mt. Twp., Greenville Co., S.C.," dated April 5, 1977 and prepared by Sam T. Marlowe & Associates, Inc., Reg. Land Surveyor #5549.

The above described property is the identical property conveyed to Jimmy L. Cox and Wanda R. Cox, his wife, by Vollie Cox and Maude J. Cox by deed dated April 12, 1977, recorded on April 20, 1977 in the office of the Register of Mesne Conveyance for Greenville County in Vol. 1054, Page 989.

It is expressly understood that this Mortgage of Real Estate is junior and subordinate to that certain deed of trust executed by Jimmy L. Cox and Wanda R. Cox, his wife, to North Carolina National Bank dated April 12, 1977, recorded on April 20, 1977, in Vol. 1395, Page 174 in the office of the Register of Mense Conveyance for Greenville County, South Carolina.

Together with all and singular rights, members, herditaments, 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.

RECORDED

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