

MORTGAGE OF REAL ESTATE -
GREENVILLE CO. S. C.

BOOK 1431 PAGE 419

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAY 8 1 42 PM '78
S. TANKERSLEY
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, FRANK W. KAY

(hereinafter referred to as Mortgagor) is well and truly indebted unto

THE COMMERCIAL BANK OF HONEA PATH, 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 **TWELVE THOUSAND, FIVE HUNDRED AND 00/100**

Dollars (\$ 12,500.00) due and payable

in 120 equal monthly installments in the amount of One Hundred, Fifty-eight and 36/100 Dollars (158.36) per month, beginning on July 1, 1978 and on the same day of each month thereafter, with balance payable on June 1, 1988, with payments to be applied first to interest and balance to principal, and:

with interest thereon from this date at the rate of nine (9%) per centum per annum, to be paid: (as above)

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:

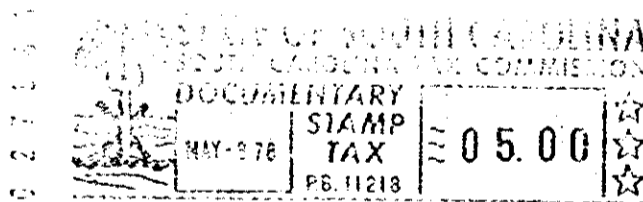
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, as per plat recorded in the R. M. C. Office for Greenville County in Plat Book V at Page 79, according to a survey made by Thomas J. Leslie on February 26, 1949, and having the following metes and bounds, to wit:

BEGINNING at a point on Highway 25 near the intersection of Highways 25 and 76, said point designated as point "A" on the above-described plat, continuing S. 47 W. 420 feet to a point designated as point "B"; thence S. 54 E. 105 feet to a point on the inside corner of property now or formerly belonging to B. Frank Gaines; thence N. 47 E. 420 feet to a point on Highway 25; thence with the said Highway N. 54 W. 105 feet to the point of beginning.

DERIVATION: This is the same property conveyed to the Mortgagor herein by B. Frank Gaines by deed as recorded in the R. M. C. Office for Greenville County in Book 366 at Page 127 on November 27, 1948.

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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 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.

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