

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, Robert E. Collins and Frances Collins

(hereinafter referred to as Mortgagor) is well and truly indebted unto George Banks, Shelby J. Banks and Leroy Cannon Realty, Inc.,

(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

Five Thousand &amp; no/100----- Dollars (\$ 5,000.00 ) due and payable

Payable in monthly installments including principal and interest, the amount of \$103.80 for a period of five years, or until paid in full (Free anticipation privileges).

with interest thereon from date at the rate of 9 % per centum per annum, to be paid: Monthly

WHEREAS, the Mortgagee may hereafter become entitled to the said Mortgage 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 Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee 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 eastern side of Old Kelly Road, according to a plat prepared by Charles K. Dunn and T. Craig Keith Associates, Registered L. S., containing 5.00 acres more or less and being in the County of Greenville, and having the following metes and bounds to-wit:

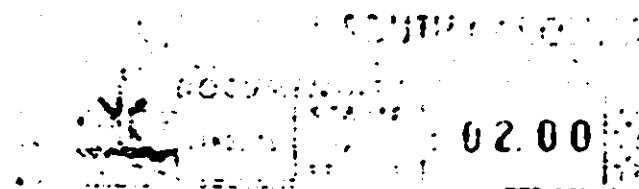
BEGINNING at the center line of Old Kelly Road with property of Stooksbury and running thence with Stooksbury property, S. 81-07 E. 205.27 feet; thence S. 37-33 E. 220 feet; thence with property of the grantors, N. 06-12 W. 998.1 feet; thence N. 50-45 W. 152 feet; thence with property of the grantees S. 11-12 E. 303.5 feet; thence S. 76-32 W. 288.5 feet to the center line of Old Kelly Road; thence continuing with property of the grantees, S. 18-43 E. 440 feet; thence S. 17-04 W. 105.3 feet to the beginning corner.

This property is subject to any rights of way, easements and restrictions recorded or visible on the property.

This being a portion of the same property conveyed unto Leroy Cannon Realty, Inc. by deed from Leroy Cannon and Alline Cannon dated 11/9/78, and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1091 at page 659, recorded 11/13/78.

Also, see deed recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1040 at page 450 recorded the 30th day of July, 1976.

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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

DO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever

The Mortgagee covenants that it is lawfully seized of the premises hereinafore 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof

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