

Mortgagee's Address: P. GREENVILLE, S.C. 29627
MORTGAGE OF REAL ESTATE - Offices of Leatherspoon, Waller, Todd & Mann, Attorneys at Law, Greenville, S.C. 29627

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DONNE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Thomas H. Locke and Nancy W. Locke

hereinafter referred to as Mortgagee is well and truly indebted unto Capital Bank and Trust of Belton, South Carolina

hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Twelve thousand seven hundred fifty-two and 66/100 Dollars (\$12,752.66) due and payable

in eighty-four (84) equal monthly installments of \$218.49, the first installment to become due on March 5, 1979 and future installments on the fifth day of each month until paid in full.

with interest thereon from date at the rate of 9.00% per centum per annum, to be paid monthly

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee'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 Mortgagee, 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, the Mortgagee's heirs, 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 southern side of Fork Shoals Road (also known as Pearson Road) containing 10.4 acres as shown on a plat of property of Billy R. and Patricia L. Mahaffey dated April 14, 1966 by Carolina Engineering and Surveying Company and recorded in the EMC Office for Greenville County in Plat Book MM at Page 91 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin near the center of Pearson Road and running thence along the property now or formerly of Pearson as shown on said plat, S. 4-0 W. 1549.7 feet to an iron pin; thence S. 66-53 W. 316.0 feet to an iron pin on the line of property of Anthony J. Maurer; thence with the Maurer line, N. 4-0 E. 1681.5 feet to an iron pin near the center of Pearson Road; thence along the center of said Road, S. 84-33 E. 130.0 feet; thence continuing along the center of said Road, N. 89-15 E. 150.0 feet to an iron pin, the point of beginning.

less, however, that certain piece, parcel or lot of land shown on a plat of property of Thomas H. Locke recorded in the EMC Office for Greenville County in Plat Book 4U at Page 126, and conveyed by the mortgagors herein to Thomas H. Locke, II by deed dated October 2, 1973, recorded in the EMC Office for Greenville County in Deed Book 956, Page 93.

This is a portion of the property conveyed to the above mortgagors by deed of V. Earlean Watson dated 8/17/71 recorded 8/20/71 in the EMC Office for Greenville County in Deed Book 923, Page 245.



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 thereon 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 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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