

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE
MAY 11 11 11 AM '79
TO ALL WHOM THESE PRESENTS MAY CONCERN
GONNIE S. TANKERSLEY
R.H.C.

WHEREAS, We, F. C. Pickens and Myrtle C. Pickens

(hereinafter referred to as Mortgagee) is well and truly indebted unto Southern Bank and Trust Company

(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 Five Hundred and 40/100 Dollars (\$12,500.40) due and payable
in sixty (60) equal installments of Two Hundred Eight and 34/100 (\$208.34)
Dollars, commencing June 22, 1979, and payable each consecutive month there-
after until paid in full, payments to be applied first to interest and then
to principal, with interest at APR (see Note) of 13.99%, with privilege of
acceleration.
with interest thereon from date at the rate of 13.99 APR 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, 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, Greenville Township, in Nicholtown, on the eastern side of Rebecca Street, and, according to a survey and plat made by W. J. Riddle, Surveyor, January, 1924, in part, and, also, according to plat and survey made by J. C. Hill, Surveyor, July 20, 1950, having the following metes and bounds, to-wit:

BEGINNING at a point in Rebecca Street, joint front corner with property in which I have conveyed my interest this day to Clarence Hall, and running thence N. 84 E. 163.20 feet along the line of the said last mentioned property to iron pin, in line of property now, or formerly, owned by Richard Hall; thence along the line of said last mentioned property S. 0-35 W. 66.5 feet, to iron pin, joint rear corner with other property of Grantor in which said Myrtle Pickens has by me been conveyed a life interest this day; thence S. 84 W. 162.45 along the northern line of said last mentioned property, to point in said Rebecca Street; thence N. 0-35 E. 66.5 feet along said Rebecca Street to the point of beginning.

ALSO

ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, in Nicholtown, at the intersection of Rebecca and Dime Streets, and according to a survey and plat made by W. J. Riddle, Surveyor, January, 1924, in part, and, also, according to a survey and plat made by J. C. Hill, Surveyor, July 20, 1950, having the following metes and bounds, to-wit:

BEGINNING at a point in center of Rebecca Street, joint front corner with other property of Grantor, and running thence N. 84 E. 162.45 feet, more or less, along line of last mentioned property to iron pin in line of property now, or formerly, owned by Richard Hall; thence S. 0-35 W. 66.5 feet along line of the last mentioned property to a point in center of Dime Street; thence S. 84 W. 161.7 feet along the center of Dime Street to point, the intersection of said Dime Street with Rebecca Street; thence N. 0-35 E. 66.5 feet along the center of said Rebecca Street to the point of beginning.

THE above properties are the same conveyed by Deed Volume 412, Page 289, dated May 17, 1950 from Lily Mae Reese, et al to Clarence Hall and F. C. Pickens, recorded June 27, 1950; and from Clarence Hall to F. C. Pickens in Deed Volume 415, Page 33, dated and recorded July 25, 1950; and F. C. Pickens to Myrtle Pickens, reserving a Life Estate in Deed Volume 415, Page 34, dated and recorded July 25, 1950 (TD 519-200-7-3.1); and F. C. Pickens to Myrtle Pickens for life, Deed Volume 415, Page 35, dated and recorded July 25, 1950 (TD 500-200-7-3.2).

LESS: Portions from F. C. and Myrtle C. Pickens to the City of Greenville, noted in Deed Volume 1063, Page 304, dated August 23, 1977, and recorded August 25, 1977.

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 Mortgagee 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 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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