

106 W. College St.
Simpsonville, SC

VOL 1473 PAGE 375

MORTGAGE OF REAL ESTATE-Prepared by **RILEY AND RILEY, Attorneys at Law, Greenville, S. C.**

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
JUN 29 4 04 PM '79
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, HENRY H. YARBOROUGH

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE PALMETTO 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 Forty-five Thousand and No/100-----

Dollars (\$ 45,000.00) due and payable

One (1) year from date, with interest as specified in Note.

~~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:~~

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, in Cleveland Township, situate, lying and being on the western side of Echo Drive, being known and designated as Lot No. 44 on plat entitled "Property of the Paris Mt. - Caesar's Head Co.", dated October 9, 1924, prepared by R. E. Dalton, Engineer, recorded in the R/MC Office for Greenville County, SC in Plat Book G, Page 122, and being shown on a more recent plat entitled "Property of David A. Gaston", dated September 20, 1945, prepared by Pickell & Pickell, Engrs., recorded in Plat Book M-M at Page 160, and having, according to said more recent plat, the following metes and bounds:

BEGINNING at a stake on the western side of Echo Drive at the joint front corner of Lots Nos. 44 and 46, said stake at about the center of common driveway, and running thence with the line of Lot No. 46 in said driveway and beyond, N. 60-40 W. 152 feet to a point; thence N. 10-0 E. 81.4 feet to cross in rock, at the joint rear corner of Lots Nos. 42 and 44; thence with the line of Lots No. 42, S. 67-55 E. 150 feet to a stake on the western side of Echo Drive; thence with the western side of Echo Drive, S. 14-23 W. 100 feet to the point of beginning.

THIS being the same property conveyed to the mortgagor herein by deed of Joyce Ellison Raines, to be recorded herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
STAMP
TAX \$ 18.00

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 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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