

MORTGAGE OF REAL ESTATE

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S.C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Linda Dianne Collins

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

Three thousand and five hundred Dollars (\$ 3,500.00) due and payable
in equal monthly installments of \$53.11 beginning September 10, 1979.

with interest thereon from date at the rate of 10 per centum per annum, to be paid: monthly

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, containing two acres according to a plat prepared by Dunn and Keith, Surveyors dated August 8, 1979 and having the following metes and bounds as follows:

BEGINNING on Cannon Road approximately one mile southwest of Talley Bridge Rd. and running thence S46-20E 286.98 Feet, thence S48-54W 310 feet, to property of Robert Collins, thence with Collins property N50-45W 252 feet, thence N39-15E 170.73 feet, to Cannon Road, thence with Cannon Road N45-44E 158 feet to beginning corner.

This conveyances is made subject to all easements, restrictions and right-of-ways.

This being a portion of the same property conveyed unto the Grantors herein by deed recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1109 at page 563 on the 17th day of July, 1979; ALSO, in Deed Book at page on the day of July, 1979, by deed of Mortgagee.

This is a purchase money mortgage.

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, S.C. IN DEED BOOK 1109 AT PAGE 563 ON THE 17TH DAY OF JULY, 1979.

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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