00. S. C.

COUNTY OF GREENVILLE

O 45 M 179 MORTGAGE OF REAL ESTATE

WHEREAS, 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

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 Mortgagoe 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 2 acres, according to a plat prepared by

Dunn and Keith, Surveyors dated August 8, 1979 and having the following metes and bounds to-wit:

BEGINNING at a point on Cannon Road which point is common to the property heretofore conveyed to the grantee herein and running thence along Old Kelley Road, N. 45-44 E. 273.5 feet to a corner in Cannon Road; thence with a curve on Cannon Road, the following courses, S. 76-23 E. 43.92 feet; thence continuing S. 53-43 E. 143.27 feet; thence S. 25-34 E. 105.44 feet; thence S. 12-33 E. 27 feet; thence leaving Cannon Road, S. 48-54 W. 262.94 feet again to the common corner of the property of Banks and Cannon, Inc. and the grantee, Linda Dianne Collins, thence with the common line of the grantee, N. 46-20 E. 286.98 feet to the beginning corner.

This conveyance is subject to all restrictions, easements and rights of way visible on the property and of record.

This being a portion of the same property conveyed unto the Banks and Cannon, Inc. by deed recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book //07 at page 964 on the 27% day of July, 1979; Also, in Deed Book //07 at page 962 on the 27% day of July, 1979.

This is a purchase money mortgage.

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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.

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 heireinabove 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 2001 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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