

Dec 7 3 30 PM '79

DONNIE TANKERSLEY  
R.M.C

BOOK 1490 PAGE 718

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

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

WHEREAS, David E. Weaver and Linda U. Weaver

(hereinafter referred to as Mortgagor) is well and truly indebted unto The South Carolina National 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 THREE HUNDRED FIFTEEN THOUSAND AND

NO/100 ----- Dollars (\$ 315,000.00 ) due and payable

AS SHOWN ON NOTE

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ per centum per annum, to be paid:

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 \_\_\_\_\_

ALL that certain piece, parcel or lot of land, with the buildings and improvements thereon lying and being on the westerly side of Sugar Creek Lane, near the City of Greenville, South Carolina, being known and designated as Lot No. 385 on plat entitled "Map 7, Sugar Creek", as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-c, at Page 15, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Sugar Creek Lane, said pin being the joint front corner of Lots 384 and 385, and running thence with the common line of said lots, N. 51-33-13 W., 125 feet to an iron pin, the joint rear corner of Lots 384 and 385; thence N. 16-41-17 W., 41.80 feet to an iron pin at the joint rear corner of Lots 385 and 386; thence with the common line of said lots, N. 73-20-46 E., 148.59 feet to an iron pin on the westerly side of Sugar Creek Lane; thence with the westerly side of Sugar Creek Lane on a curve, the chord of which is S. 2-03-26 E., 84.13 feet to an iron pin; thence continuing with Sugar Creek Lane on a curve, the chord of which is S. 24-56-42 W., 84.13 feet to an iron pin, the point of BEGINNING.

This is the same property conveyed to the mortgagors by Deed of M. Graham Proffitt, Inc. dated November 26, 1979 and recorded November 27, 1979 in Deed Book 1116, page 429.

This mortgage is second and junior in lien to that certain mortgage given to NCNB Mortgage Corporation dated November 26, 1979 to secure \$66,500.00.

This mortgage is given as additional security to that note and mortgage given by Nigh and Weaver, a Partnership and David E. Weaver, Linda U. Weaver, Steven C. Nigh and Joan Ann Nigh to The South Carolina National Bank, said original mortgage recorded October 10, 1978 in the RMC Office for Greenville County. Book 1446 Page 804.

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4.0001 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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