

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GR... FILED  
S.C.  
JUN 28 PM '80  
W.M.C. BY ERSLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James W. Clark

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Bank of Travelers Rest, Post Office Box 485, Travelers Rest, S. C., 29690,

(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 -----

Twenty-Five Thousand and No/100----- Dollars (\$ 25,000.00 ) due and payable in 180 consecutive monthly installments of Three Hundred Thirty-Two and 93/100 (\$332.93) Dollars each commencing June 15, 1980,

with interest thereon from date at the rate of 14% per centum per annum, to be paid: monthly, as provided in said note. THIS IS ONE OF THREE SEPARATE MORTGAGES GIVEN TO SECURE THE REPAYMENT OF THE TOTAL INDEBTEDNESS OF \$25,000.00.

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 Bates Township, Travelers Rest, and being described as follows:

BEGINNING at an iron pin on McElhaney Road and running thence N. 37 1/2 E. 32 feet to an iron pin; thence S. 30 1/2 E. 62 feet to an iron pin; thence S. 59 1/2 W. 30 feet to an iron pin; thence N. 30 1/2 W. 50 feet to an iron pin, the point of beginning.

This being the identical property conveyed to Lee R. McAlister and Rose R. Clark by deed of The Bank of Travelers Rest recorded in the RMC Office for Greenville County, S.C., in Deeds Book 553, at Page 395. By deed dated December 13, 1962, and recorded in the RMC Office for Greenville County, S.C., in Deeds Book 714, at Page 293, Lee R. McAlister conveyed her one-half interest in the same to the late Rose R. Clark. The mortgagor herein inherited the property from the late Rose R. Clark and reference is made to the records of the Probate Court for Greenville County, S.C., Apartment 998, File 6.

At the option of the mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagor shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any other reason whatsoever.

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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