

PO. BY 495
Piedmont, S.C.

MORTGAGE OF REAL ESTATE

1980-11-10

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GR: {

FILED
CO. S. C.

MORTGAGE OF REAL ESTATE

OCT 13 11 55 AM '80

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONN E. HANNAERSLEY
R.M.C.

WHEREAS, James J. Andrews, F. Michael Pearson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Capital Bank and Trust Company

(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 ONE THOUSAND, TWO HUNDRED AND NO/100-----
Dollars (\$21,200.00) due and payable

in ninety-six (96) equal monthly installments of three hundred eighty and 44/100 Dollars (\$380.44) beginning November 10, 1980,

with interest thereon from October 13, 1980 at the rate of fifteen (15) per centum per annum, to be paid: October 10, 1988.

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:

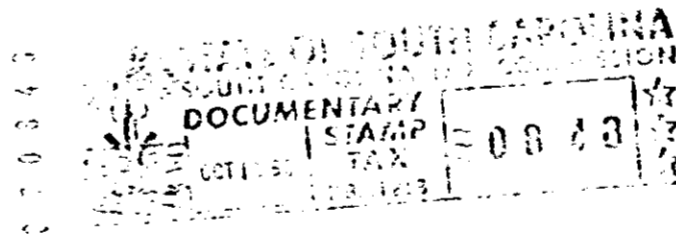
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 the City of Greer, Chick Springs Township, lying on the east side of School Street, being shown as lot no. 1 on a plat of property made for the W. C. Chandler estate by John A. Simmons, registered Surveyor, dated August 26, 1963 and recorded in Plat Book EEE at page 17 in the Greenville County RMC Office and having the following courses and distances:

Beginning at a cross on edge of sidewalk on east side of School Street, joint front corners of Lots 1 and 2 on said plat, and runs thence with the common lines of lots 1 and 2, N. 77-52 E. 102.45 feet to an iron pin on the line of lot no. 3; thence with line of that lot, N. 10-34 W. 41.52 feet to an iron pin on margin of alley; thence with margin of alley S. 79-48 W. 103.61 feet to an iron pin, edge of sidewalk at School Street (old corner) ; thence with margin of sidewalk and School Street, S. 12-05 E. 45 feet to the beginning corner.

This is the same property conveyed to the mortgagors herein by general warranty deed of Troy D. Vaughn and Drucilla N. Vaughn and recorded in the Greenville County RMC Office in Deed Book 1135 at Page 307.

011380 237



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.

011380

4328 RV-2