

FILED

S. C.

REC. 1535 PAGE 803

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

12 25 PM '81
AMERSLEY

**MORTGAGE
OF
REAL PROPERTY**

THIS MORTGAGE, executed the ...17th... day of .March..... 19 81..... by
WILLIAM R. FAIRBANKS AND MELISSA F. FAIRBANKS..... (hereinafter referred to as "Mortgagor")
to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is
...102 S. Main Street, Greenville, S. C. 29601.....

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order
to secure the payment of a promissory note including any renewal, extension or modification thereof
(hereinafter referred to as the "Note"), dated ... March 17, 1981....., to Mortgagee for the principal
amount of Forty-five Thousand and 00/100 (\$45,000.00)..... Dollars, plus interest thereon
and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances
that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal,
extension or modification thereof or evidenced by any instrument given in substitution for said Note,
Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of
Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and
assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

All that piece, parcel or lot of land situate, lying and being in the County of
Greenville, State of South Carolina, being known and designated as 2.75 acres
as shown on plat entitled "Property Survey for William R. Fairbanks" prepared by
Arbor Engineering dated September 10, 1980, recorded in the RMC Office for
Greenville County in Plat Book 8-F at Page 11, reference to said plat being
craved for a metes and bounds description thereof.

This is a portion of the property conveyed to the Mortgagor herein by deed of
Lawrence E. McNair dated September, 1978, and recorded in the Office of the RMC
For Greenville County, South Carolina in Deed Book 1088 at Page 374.

This mortgage is junior in lien to that certain mortgage given by the mortgagors
herein to First Federal Savings and Loan Association in the original principal
sum of Eighty-five Thousand and 00/100 (\$85,000.00) Dollars and recorded in the
RMC Office for Greenville County in Mortgage Book 1516 at page 46.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in
any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all
fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in
any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or
assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that
Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the
Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further
covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs,
successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully
claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee,
that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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