

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GR: FILED
FEB 26 3 39 PM '82
TANNERSLEY
R.H.C.

BOOK 1564 PAGE 840

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

WHEREAS, C & R PROPERTIES, a general partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN 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 Five Hundred and 00/100----- Dollars (\$21,500.00----) due and payable

with interest thereon from _____ date _____ at the rate of 16½ 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 Greenville, which is located on the northern side of East Avenue (formerly known as Ann Street) which is the western 52 feet of the lot known and designated as Lot 14, Block 5, Sheet 39, on the City Block Book Records, and, which is described more particularly as follows:

BEGINNING at a point on the northern side of East Avenue, at the corner of Lots Nos. 13 and 14, running thence with the northern side of East Avenue N. 80-15 E., 52 feet to a point on the northern side of said avenue; thence N. 10-30 W., 200 feet to a stake; thence 80-15 W., 52 feet to an iron pin; and, thence S. 10-30 E., 200 feet to the point of beginning.

The property was sold subject to any past due or accruing property taxes; also subject to the 120-day right of redemption of the United States of America.

This being the same property conveyed to the Mortgagor by deed from Southern Bank and Trust Company dated February 26, 1982, and recorded in the R.M.C. Office for Greenville County on February 26, 1982, in Deed Book 1163 at Page 12.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP
FEB 26 1982
TAX
R.H.C.

400-8 25101801

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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