

MORTGAGE OF REAL ESTATE

BOOK 1565 PAGE 225

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

RECORDED  
MAR 14 4 22 PM '82  
R.M.C.  
HAMMERSLEY

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

WHEREAS, Calvin N. Cox

(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-four Thousand and no/100-----  
-----Dollars (\$ 24,000.00 ) due and payable

with interest thereon from Feb. 26, 1982 at the rate of 18% per centum per annum, to be paid: quarterly

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, on the southwestern side of West Parker Road, being shown and designated as Lot 5 on plat of Hughes Heights, Block D, recorded in the RMC Office for Greenville County in Plat Book GG, Pages 122 and 123, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southwestern side of West Parker Road at the joint front corner of Lots 4 and 5 and running thence along the common line of said Lots S. 54-43 W. 160 feet to a point; thence N. 35-17 W. 75 feet to a point; thence along the common line of Lots 5 and 6 N. 54-43 E. 160 feet to a point on the southwestern side of West Parker Road; thence along the said West Parker Road S. 33-17 E. 75 feet to the point of beginning.

THIS conveyance is made subject to such easements, rights-of-way and restrictions of record or as appear on the premises.

THE Mortgagor herein does hereby covenant and represent unto the said Mortgagee, its successors and assigns, that he is fully seized in fee of the property above described and that the property is free from all encumbrances except a mortgage to First Federal Savings and Loan recorded September 14, 1971, in the RMC Office for Greenville County in Mortgage Book 1206, Page 504.

This is the same property conveyed by Deed of Michael L. Thigpen and Linda R. Thigpen and recorded in Deed Book 1163 Page 470 on March 5, 1982.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY STAMP  
MAR 14 1982  
\$ 02.80  
R.M.C.

400 8 25941801

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.

4328 RV-24