

FILED S.C.

BOOK 1567 PAGE 488

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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SULLIVAN

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MERSLEY

**MORTGAGE  
OF  
REAL PROPERTY**

THIS MORTGAGE, executed the 6 day of April, 19 82, by William L. Hart (hereinafter referred to as "Mortgagor") to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is Post Office, Box 2568, Greenville, S.C., 29602.

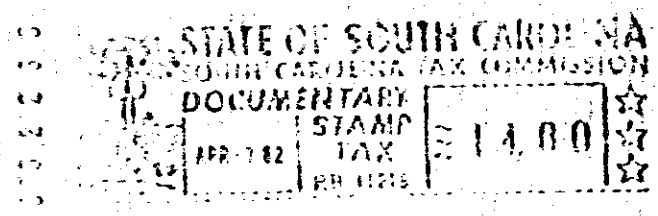
**WITNESSETH:**

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 April 6, 1982 to Mortgagee for the principal amount of Thirty-Seven Thousand and No/100ths (\$37,000.00) 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 tract of land situate, lying and being near the City of Simpsonville in Greenville County, South Carolina on the southern side of S. C. Highway No. 14 bounded now or formerly as follows: North by S. C. Highway No. 14 and the right of way of Seaboard Coastline Railroad; East by lands of Aughtry; South by lands of Seaboard Coastline Railroad Co.; and West by lands of Hart Graphics; being shown on a survey by C. O. Riddle dated June 5, 1972, a plat of which is recorded in the RMC Office for Greenville County in Plat Book 4T, Page 93, and having according to a recent survey by Lindsey & Associates dated March 29, 1982 entitled "Property of South Carolina National Bank" the following metes and bounds, to-wit:

Beginning at an iron pin in the center of S. C. Highway No. 14 at the northeastern corner of property now or formerly of Hart Graphics and running thence with the center line of said highway, S. 71-51 E. 495 feet to an iron pin; thence S. 13-02 W. 177.2 feet to an iron pin in the southern boundary of the Seaboard Coastline Railroad; thence continuing S. 13-02 W. 703.6 feet to an iron pin; thence S. 49-50 W. 188.1 feet to an iron pin; thence N. 6-26 W. 946.7 feet to an iron pin in the southern boundary of the Seaboard Coastline Railroad; thence continuing N. 6-26 W. 194.1 feet to an iron pin in the center of S. C. Highway No. 14, being the point of beginning.

The above described property is the same conveyed to William L. Hart by deed of Ella B. Hollingsworth dated April 6, 1982 and being recorded herewith in the RMC Office for Greenville County, South Carolina.



**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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