

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO S.C.

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R.M.C.

BOOK 1586 PAGE 312

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

WHEREAS, BOBBY R. SEIGLER and SUSAN T. SEIGLER,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Patrick H. Brockman, as Trustee under Trust Agreement date July 3, 1980

(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

Seven Thousand Seven Hundred Fifty and No/100----- Dollars (\$ 7,750.00 ) due and payable according to the terms of the promissory note executed herewith

~~with interest thereon from~~ ~~the date of~~ ~~the date of~~

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, the Mortgagee's heirs, 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, containing 2.95 acres, more or less, lying on the eastern side of S.C. Highway No. 253 as shown on Plat recorded on even date herewith and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and bottle top in the center of S.C. Highway No. 253, joint front corner with property now or formerly of J.P. Key and running with said highway S. 24-48 W., 100 feet to a point; thence S. 19-18 W., 100 feet to a point; thence S. 14-46 W., 100 feet to a point; thence S. 10-12 W., 100 feet to a point; thence S. 9-09 W., 150 feet to a point; thence turning and running S. 87-23 E., 306.7 feet to an iron pin; thence turning and running N. 6-45 E., 155 feet to an iron pin; thence N. 8-38 W., 391.72 feet to an iron pin in a gully; thence N. 88-45 W., 118.8 feet to the point of beginning.

This is the same property as that conveyed to Mortgagors herein by Deed of Patrick H. Brockman, Trustee under Trust Agreement dated July 3, 1980, recorded on even date herewith.

Mortgagee's address: 619 N. Main Street  
Greenville, S.C. 29601

This mortgage is not assumable without Mortgagee's consent and is due and payable in full upon any sale or transfer of title.

STATE OF SOUTH CAROLINA  
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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.

4. 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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