

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE COUNTY S.C.
APR 12 1 29 PM '83
JOHN E. S. HENSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, P. H. MOORE

BANK OF GREER

(hereinafter referred to as Mortgagor) is well and truly indebted unto

(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 **One hundred forty-five thousand one hundred fourteen and 24/100-----** Dollars (\$145,114.24) due and payable in one lump-sum payment on April 11, 1984,

with interest thereon from April 11, 1983 at the rate of thirteen (13%) per centum per annum, to be paid April 11, 1984.

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 above said 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 Mortgagee 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 southern side of the right of way of U. S. Highway 123 (New Greenville-Easley Highway) in Greenville County, South Carolina, being a portion of Lot No. 2 on a plat of the property of the J. P. Owings Estate made by John C. and J. Coke Smith, surveyors, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book X at Page 36, and having, according to a plat of the property of P. H. Moore and Robert L. Carson made by Jones Engineering Service dated December 28, 1972, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of the right of way of U. S. Highway 123 at the corner of Tract No. 3 of the J. P. Owings Estate now owned by Lois D. Elmore and running thence along the line of said property S. 4-40 W. 300 feet to an iron pin; thence along the line of property owned by P. H. Moore S. 85-20 E. 100 feet to an iron pin; thence through Lot. No. 2 N. 4-40 E. 160 feet to a point in the line of a building owned by Salvage Sales Co., Inc.; thence around said building N. 85-20 W. .9 feet to a point; thence continuing along the line of said building N. 4-40 E. 80 feet to an iron pin; thence continuing along the line of said building S. 85-20 E. .9 feet to a point; thence N. 4-40 E. along the line of Salvage Sales Co., Inc. 60 feet to a point on the right of way of U. S. Highway 123; thence along the southern side of the right of way of U. S. Highway 123 N. 35-20 E. 100 feet to an iron pin; the beginning corner.

DERIVATION: This being the same parcel of property conveyed to the Mortgagor herein by deed from Robert L. Carson, dated January 12, 1974, and recorded in Deed Book 992, at page 175.

ALSO: ALL that piece, parcel or lot of land with all improvements thereon, or hereafter constructed thereon, situate, lying and being 300 feet off the southern side of the New Easley Highway (U. S. Highway 123) in Greenville County, South Carolina, being the rear portion of Lots 2 and 3 on a plat of the Estate of J. P. Owings made by John C. Smith and J. Coke Smith dated January, 1952, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book X at Page 36, and having, according to a plat of a survey for P. H. Moore made by Jones Engineering Service dated January 24, 1972, the following metes and bounds, to-wit:

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BEGINNING at an iron pin on the common line of Lots 1 and 2 (said iron pin being located S. 4-40 W. 300 feet from an iron pin on the southern side of the right of way of U. S. Highway 123 at the joint front corner of Lots 1 and 2), and running thence through Lots 2 and 3, N. 85-20 W. 480 feet to a point on the common line of Lots 3 and 4, at the southwesternmost rear corner of property owned by Mary M. Moore, thence along the

(DESCRIPTION CONTINUED ON ATTACHED PAGE)

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 Mortgagee covenants that it is lawfully seized of the premises hereabove described in fee simple absolute, that it has good right and is lawfully and lawfully seized of the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagee further covenants to warrant and defend and to cause to be defended and to defend the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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