

MORTGAGE OF REAL ESTATE—Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.

1610-929

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED  
GREENVILLE, S.C.

MORTGAGE OF REAL ESTATE

JUN 10 10 59 AM '83 TO ALL WHOM THESE PRESENTS MAY CONCERN:

SONNIE R. ASLEY  
R.M.C.

WHEREAS, M.F. BANTON

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST-CITIZENS BANK & 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 FIFTY-THREE THOUSAND FIVE HUNDRED and 00/100-----

-----Dollars (\$ 53,500.00 ) due and payable

180 days from date

with interest thereon from date at the rate of 15% per centum per annum, to be paid: at maturity

The Mortgagor has the right to repay the entire amount on this mortgage at any time without penalty.

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

ALL that lot of land located in the State of South Carolina, County of Greenville, in Highland Township, on the northeast side of Howe Road, containing one (1) acre, more or less, as shown on survey entitled "Composite Plat for M. F. Banton" dated March, 1983, recorded in Plat Book 9-S at page 98 of the RMC Office for Greenville County, South Carolina, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point in the center of Howe Road and turning and running N. 40-30 E. 210 feet; thence turning S. 52-04 E. 210 feet; thence turning S. 43-32 W. 49.7 feet; thence running S. 39-46 W. 160.3 feet to a spike in the center of Howe Road; thence with the center of Howe Road as the line, N. 52-05 W. 210 feet to the point of beginning.

THIS is a portion of the property conveyed by James Walker Trammell to the mortgagor by deed dated January 23, 1981 and recorded January 29, 1981 in deed volume 1141 at page 712 in the RMC Office for Greenville County, S.C.

MORTGAGEE'S ADDRESS: P.O. Box 3028, Greenville, SC 29602

400 3 42571AC1

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
TAX  
21.40  
JUN 10 1983

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 is 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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