

STATE OF SOUTH CAROLINA
COUNTY OF GreenvilleFILED
GREENVILLE, S.C.
JUL 1 2 48 PM '83

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONALD C. SLEY
R.M.C.

WHEREAS, Dwain R. Faulkner and Linda H. Faulkner

(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

Fourteen Thousand Six Hundred Four and no/100 Dollars (\$14,604.00) due and payable on the 15th day of each month in 120 equal monthly installments beginning July 15, 1983.

with interest thereon from 6-14-83 at the rate of 13.00 APR per centum per annum, to be paid: monthly

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, Bates Township, lying on the north side of Kelly's Mill Road and containing 9.04 acres, more or less, bounded on the north by lands now or formerly of Pet Hawkins and Jesse Duncan, on the east by lands now or formerly of George Surrett, on the south by the center line of Kelly's Mill Road, on the west by lands now or formerly of William Taber, and having the following metes and bounds to-wit:

BEGINNING at an iron pipe on George Surrett's line and running thence S. 9-45 W. 473 feet to the center of the road; thence along Kelly's Mill Road as the property line as follows: N. 58-00 W. 298.5 feet; thence, N. 84-39 W. 120 feet; thence S. 76-01 W. 200 feet; thence S. 50-51 W. 240 feet to nail and cap; thence leaving said road over iron pipe on bank of road and proceeding N. 35-00 W. 300 feet to an iron pipe; thence N. 1-00 E. 310 feet to iron pipe on Hawkins line; thence S. 87-00 E. 1,006 feet to the point of beginning.

LESS, HOWEVER, the following tract, which is expressly excluded from the lien of this mortgage and being shown as a tract of 1.05 acres more or less as shown on a plat by Webb Surveying & Mapping Co., dated June, 1981, captioned "Property of Dwain Faulkner & Linda Faulkner" and having the following metes and bounds, to-wit:

BEGINNING at a point in center of Kelly's Mill Road, 611.2 feet from intersection of Kelly's Mill Road and Belvue School Road and running thence N. 13-39 E. 294.93 feet to a point; thence S. 87-50 E. 168.28 feet to a point; thence S. 7-49 W. 215.44 feet to a point in the center of Kelly's Mill Road; thence S. 72-14 W. 218.9 feet to the point of beginning and containing 1.05 acres, more or less.

This being a portion of the property conveyed to the mortgagors herein by deed of Fredrick D. and Sallie D. Iselin, dated 9/23/80, recorded in RMC Office of Greenville County in book 1134 at page 509.

The mortgagor's address is Route 1, Kelly's Mill Road, Travelers Rest, S.C. 29690.

This conveyance is subject to any and all easements, restrictions, covenants or rights of way either of record, on the plat or on the ground.

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.