

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO S.C.
NOV 19 2 05 PM '83
ANNERSLEY

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

WHEREAS, Albert R. Bates and Billy D. Bates

(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 Forty-Seven Thousand and No/100-----

-----Dollars (\$ 47,000.00) due and payable as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference thereto.

~~with interest thereon~~ ~~at the rate of~~ ~~per annum~~

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 certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, in Glassy Mountain Township, on South Carolina Highway 11 and South Carolina Highway 23-912 consisting of two tracts, the first containing 20.54 acres inclusive of road right-of-way and the second containing 7.0 acres inclusive of road right-of-way, and being more fully shown and delineated on a plat of Property of Albert R. Bates and Billy D. Bates dated October 6, 1982 by T. Craig Keith, RLS and recorded in the RMC Office for Greenville County in Plat Book 9-H at Page 3 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

ALSO:

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, in Glassy Mountain Township, on South Carolina Highway 11, containing 44.38 acres inclusive of road right-of-way and being more fully shown and delineated on a plat of Property of Albert R. Bates and Billy D. Bates, by T. Craig Keith, RLS and recorded in the RMC Office for Greenville County in Plat Book 9-H at Page 2 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

LESS, HOWEVER, that certain 6.1 acre tract previously deeded by Albert R. Bates and Billy D. Bates to Myrtle P. Lee, said deed recorded in the RMC Office for Greenville County in Deed Book 1186 at Page 192 on April 11, 1983.

THE above described properties are portions of that same property conveyed to the Mortgagors herein by deed from Jack M. Bates recorded in the RMC Office for Greenville County in Deed Book 968 at Page 91 on February 22, 1973 and deed from W. H. Bates recorded in the said RMC Office in Deed Book 893 at Page 1 on June 26, 1970.

THE mailing address of the Mortgagee herein is P. O. Box 544, Travelers Rest, S. C. 29690.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED
NOV 19 1983
STAMP TAX \$ 10.80

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. 4.00CD

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