



STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

**MORTGAGE
OF
REAL PROPERTY**

THIS MORTGAGE, executed the 21st day of February, 1984, by Ricky D. Chandler and Robert G. Chandler (hereinafter referred to as "Mortgagor") to Capital Bank and Trust (hereinafter referred to as "Mortgagee") whose address is P.O. Box 8, Belton, SC 29627.

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated February 21, 1984, to Mortgagee for the principal amount of Seventeen thousand and no/100 (\$17,000) Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that certain piece, parcel or tract of land situate in Dunklin Township, County of Greenville, and State of South Carolina, containing ten (10) acres, more or less, and having the following courses and distances, to-wit: BEGINNING on a stone, common with this property and property now or formerly of Young Kellett, and running thence N. 22 degrees East 9.30 chains to a stone corner, thence North 67 1/2 degrees West ten and seventy one hundredths (10.70) chains to stone corner, thence South 22 degrees West nine and thirty-one hundredths (9.30) chains to stone corner, thence South 68 5/6 degrees East ten and seventy-five one hundredths (10.75) chains to the beginning corner; bounded by lands, now or formerly of G. W. Anderson, Young Kellett, A.M. Bruce and M. E. Woodson, and others.

ALSO, all that certain piece, parcel or tract of land situate in Dunklin Township, County and State aforesaid, containing forty (40) acres, more or less, and having the following courses and distances, as follows: BEGINNING on a stone near road, and running thence South 12 1/4 degrees West twelve and thirty-nine one hundredths (12.39) chains to persimmon, thence South 22 degrees West eighteen and fifty-five one hundredths (18.55) chains to a stone, thence N. 68 5/6 degrees West thirteen and seventy-five one hundredths (13.75) chains to a stone on branch, thence up said branch nine and fifty one hundredths (9.50) chains to stone at spring, thence N. 18 1/2 degrees East twenty-two and twenty five one hundredths (22.25) chains to stone in old stump at road, thence North 79 1/2 degrees East sixty-four and fifty-six one hundredths (64.56) chains to stone seven one hundredths (9.07) chains to the beginning corner; bounded by lands, now or formerly of G. W. Anderson, A. Woodson, and others.

LESS AND EXCEPT all that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as 1.9 acre tract of land on a plat entitled "Survey for Thomas A. Cothran, Jr." prepared by Carolina Surveying Co., dated September 12, 1983, and recorded in Plat Book 10-B at Page 52 in the RMC Office for Greenville County, S.C., reference to said plat is craved for a metes and bounds description and said deed is recorded in the RMC Office for Greenville County, S.C. in Deed Book 1197 at Page 921.

(SEE PAGE FOUR FOR DERIVATION)

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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