

MORTGAGE OF REAL ESTATE

Vol 1333 Page 374

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE, S.C.
JUN 19 1 47 PM '84
JAMES S. BANKERSLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Melvin D. Jenkins and Meredith J. Jenkins

(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 Ten Thousand and No/100

Dollars (\$ 10,000.00) 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 from~~

~~XXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

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, in Saluda Township, containing approximately 26.22 acres, more or less, and according to a plat entitled "Property of Melvin D. Jenkins", dated January 28, 1976, prepared by Terry T. Dill recorded in the RMC Office for Greenville County in Plat Book 5-H at Page 28 having the following metes and bounds, to-wit:

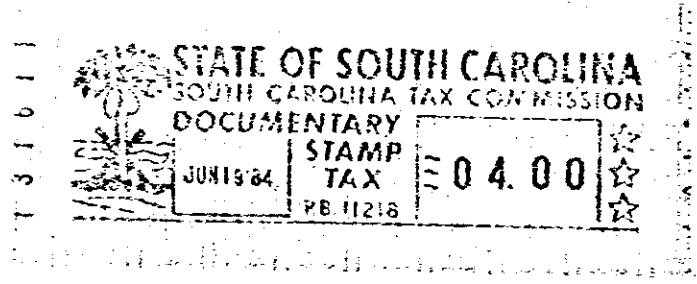
BEGINNING at an iron pin located in the center of Pittman Road and running thence N.78-10 E. 839.9 feet to a stone; thence turning and running N.29-06 W. 1,488 feet to an iron pin; thence turning and running N.74-14 E. 374 feet to an iron pin; thence turning and running S.21-00 E. 1,120 feet to an iron pin; thence turning and running S.28-44 E. 540 feet to an iron pin; thence turning and running S.60-16 W. 200 feet to an iron pin; thence turning and running S.29-44 E. 545 feet to an iron pin located in the center of Mushcreek Road; thence turning and following the center line of said Road, S.66-42 W. 321 feet to an iron pin; thence turning and continuing to follow the center line of Mushcreek Road, S.85-20 W. 608.4 feet to an iron pin; thence turning and following the center of Pittman Road, N.29-43 W. 338 feet to an iron pin; thence continuing to follow the center of Pittman Road, N.20-06 W. 426.6 feet to the point of beginning.

LESS, HOWEVER, that certain 3.04 acre tract previously deeded to Karen E. McGraw recorded in the RMC Office for Greenville County in Deed Book 1124 at Page 436 on April 22, 1980 and that certain 2.07 acre tract previously deeded to John W. Gardiner and Cheri J. Gardiner recorded in said RMC Office in Deed Book 1136 at Page 325 on October 28, 1980.

THIS is a portion of that same property conveyed to the Mortgagors herein by deed of Winston S. Cox recorded in the RMC Office for Greenville County in Deed Book 1030 at Page 972 on February 2, 1976.

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

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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 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.

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