

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

DEED & MORTGAGE }  
FILED }

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

**WHEREAS,** RICH-FOX ENTERPRISES, a partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company  
P.O. Box 404  
Easley, South Carolina 29640

(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 **FIFTEEN THOUSAND AND NO/100-**

-----Dollars @ 15,000.00 due and payable

in sixty equal monthly installments of \$331.78 each month, first to interest then to principal due on the first of each month starting February 1, 1979 until paid in full

with interest thereon from \_\_\_\_\_ date at the rate of 11 3/4 per centum per annum, to be paid as stated above

**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, known and designated as lot No. 103 on Lindburgh Avenue in accordance with plat of the Mcbee Estates by Dalton & Neves, Engineers, as of March 1941, and having the following metes and bounds:

**BEGINNING** at an iron pin joint corner of lots 102 and 103 on Lindburgh Avenue, said point being 175 feet northeast of the intersection of Queen Street and Lindburgh Avenue, and running thence N. 26-15 E. 132 feet in line of lot 99; thence S. 58-43 E. 50.1 feet to the rear corner of lots 103 and 104; thence S. 26-15 W. 127.6 feet to joint corner of lots 103 and 104 on Lindburgh Avenue; and thence with said Lindburgh Avenue N. 63-45 W. 50 feet to the **BEGINNING**.

**ALSO:** ALL that piece, parcel or lot of land in Greenville Township, Greenville County, South Carolina, and being known and designated as lots Number 104 and 105 of the property of Mcbee Estates according to a plat of said property made by Dalton and Neves in March 1941, which plat is recorded in the RMC Office for Greenville County, South Carolina, said lots having the following metes and bounds, to-wit:

**BEGINNING** at an iron pin at a point 225 feet from the Northeast corner of Lindburgh Avenue and Queen Street, joint corner of lots 103 and 104, and running thence with said lots North 26-15 East 127.6/10 feet to a point in the line of lot Number 99, being the joint corner of lots Number 105 and 106, thence South 26-15 West 136 feet to joint corner of lots 105 and 106 on Lindburgh Avenue, thence with said Lindburgh Avenue North 63-46 West 100 feet to the point of **BEGINNING**.

This being the same property conveyed to the Mortgagor herein by deed of Martha G. Shives dated September 7, 1978 and recorded in deed book 1086 at page 961 in the office of the RMC for Greenville County, S.C.

RECEIVED  
GREENVILLE, S. C.  
MAY 15 1979  
TAX 08

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.

2023 RV-21