

STAMPS FIGURED ON NET PROCEEDS OF \$6,500.00.

STATE OF SOUTH CAROLINA, FILED
COUNTY OF GREENVILLE, CO. S. C.

MORTGAGE OF REAL ESTATE

1322 779

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OCT 30 4 16 PM '80

WALKERSLEY

WHEREAS, JAMES C. KINCANNON AND ROXIE T. KINCANNON
JOHN A. TODD AND CAROLYN H. TODD

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE PALMETTO BANK

(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 NINE THOUSAND ONE HUNDRED SEVENTY FIVE AND 80/100-----Dollars (\$ 9,175.80) due and payable

Due and payable in 60 monthly installments of \$152.93 beginning on November 28, 1980 and being due on the same date of each month thereafter until paid in full.

with interest thereon from date at the rate of 14.50 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, located on Roxie Drive, formerly known as Sunset Drive, which plat is recorded in the Greenville County RMC Office in Plat Book 8G, Page 62 and containing seventy-nine hundredths (0.79) acres, as shown on a plat of the property by T. H. Walker, Jr., RLS, #3182, dated August 6, 1978 and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an old iron pin at the edge of Roxie Drive, formerly Sunset Drive, and running thence along the joint line of Lot 11, S. 23-24 E., 139.1 feet to an old iron pin; thence along property now or formerly of Dr. H. T. Leake, S. 59-50 W., 30.4 feet to an old iron pin; thence along property now or formerly of Dr. H. T. Leake, N. 85-40 W., 232 feet to an iron pin; thence N. 1-56 E., 160.17 feet to an iron pin on the edge of Roxie Drive, formerly Sunset Drive; thence along the edge of Roxie Drive, formerly Sunset Drive, S. 80-01 E., 200 feet to the point of beginning.

This is the identical property as conveyed to the mortgagors James C. and Roxie T. Kincannon by deed of John A. and Carolyn H. Todd as recorded in the RMC Office for Greenville County in Deed 1135, Page 178 recorded 10/9/80 and as conveyed to the mortgagors John A. and Carolyn H. Todd by deed of A. M. Hughes, Jr. as recorded in the RMC Office for Greenville County in Deed Book 1135, Page 153 recorded 10/9/80.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
1322 779

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

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