

MORTGAGE - INDIVIDUAL FORM  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S.C.  
JOHN M. DILLARD, P.A., GREENVILLE, S.C.  
BONNIE S. TANNER SLEY  
R.M.C.

1991 091

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, T. Cooper James and Jack M. Gumbin (by his Attorney-in-fact T. Cooper James) (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 Sixteen Thousand and No/100

----- Dollars (\$16,000.00) due and payable one year from date

with interest thereon from date at the rate of nine per centum per annum, to be paid quarterly.

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 piece, parcel or lot of land situate lying and being at the northwestern corner of the intersection of Old U. S. Highway No. 25 (now known as Buncombe Road) with an access road leading therefrom to New U. S. Highway No. 25 (also known as Poinsett Highway) in Paris Mountain Township, Greenville County, South Carolina, being shown as a portion of the James C. Jannino Estate on a plat thereof recorded in the RMC Office for Greenville County, S. C., in Plat Book TT, page 85 and having according to said plat the following metes and bounds, to-wit:

Beginning at a point at the northwestern corner of the intersection of Buncombe Road with an access road to New U. S. Highway No. 25 (Poinsett Highway) and running thence along the western side of Buncombe Road N. 7-16 W., 356.6 feet crossing a service alley to a point on the line of Avalon Estates Subdivision; thence along the line of said property N. 52-50 W., 296 feet to a point on Lot 4 of the property of Frontier Electronics, Inc. shown on a plat recorded in Plat Book 5-I, page 43; thence along the line of Lot No. 4 N. 13-45 E., 377.9 feet to a point on said access road; thence along the northern side of said access road S. 59-56 E., 66 feet to a point; thence continuing along said side of said access road S. 65-46 E., 100 feet to a point; thence continuing along said side of said access road S. 67-56 E., 240.6 feet to the point of beginning.

The above described property is the same conveyed to the Mortgagors by deeds recorded in the RMC Office for Greenville County, S. C., in Deed Book 956, pages 5 and 11, excluding Lot No. 4 sold to Frontier Electronics, Inc. as shown on a plat recorded in Plat Book 5-I, page 43.



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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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