

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE
JUL 15 2 35 PM '76
DONNIE S. TANKERSLEY
R.H.C.

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Henry J. Nix

(hereinafter referred to as Mortgagor) is well and truly indebted unto The South Carolina National 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 Forty Thousand and Twenty One and 80/100-----

----- Dollars (\$40,021.80) due and payable in sixty (60) equal monthly installments of \$667.03 each, beginning August 10, 1976, and continuing in like amount on the 10th day of each month thereafter until paid in full.

with interest thereon from _____ date _____ at the rate of 12.00%/ A.P.R. 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:

1) "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 Paris Mountain Township, described as follows: BEGINNING at a point on the edge of the north side of Saluda River, and runs thence N. 22-15 E. 450 feet to an iron pin; thence N. 11-55 W. 698 feet to an iron pin in the center of Farris Bridge Road; thence S. 70-50 W. 200 feet along the old road bed; thence further along same, S. 65-20 W. 151 feet; thence N. 61-50 W. 236 feet to the center of the above stated road; thence N. 89-14 W. along said road 200 feet; thence S. 83 W. 100 feet; thence S. 70-07 W. 300 feet; thence S. 63-37 W. 100 feet; thence S. 41-30 W. 200 feet; thence S. 31-47 W. 100 feet; thence S. 12-50 W. 240 feet to a point at the end of the bridge across the above said river; thence down the meanders of said river, S. 56-34 E. 690 feet; thence N. 71-50 E. 150 feet; thence N. 47-31 E. 200 feet; thence S. 29-16 E. 195 feet; thence S. 69-16 E. 131 feet; thence S. 88-36 E. 265 feet; thence S. 67-42 E. 74 feet to the beginning corner and containing 29.35 acres, more or less. The above description is taken from a survey and plat made by R. E. Dalton, Engineer, June, 1922.

2) ALSO: ALL that piece, parcel or lot of land in Paris Mountain Township, Greenville County, South Carolina, on the northern side of Farris Bridge Road, and according to a survey and plat made by J. C. Hill, L.S., February 18, 1952, having the following metes and bounds, to-wit: BEGINNING at an iron pin on the southern side of Farris Bridge Road, joint corner of property now or formerly owned by Nix, and running thence S. 61-50 E. 176.2 feet to an iron pin; thence N. 65-20 E. 151 feet to an iron pin; thence N. 70-50 E. 200 feet to a point in the center of Farris Bridge Road; thence S. 82-30 W. 300 feet along the center of Farris Bridge Road to a nail and cap; thence N. 87-45 W. 189.8 feet along the center of Farris Bridge Road to nail and cap; thence S. 13-30 E. 13.9 feet to the point of beginning, and containing 0-51 acres, more or less, and the said road mentioned being the old roadway used prior to the establishment and construction of the new S. C. State Highway No. 183.

LESS HOWEVER: a 4.90 acre tract, according to plat made by J.C. Hill, Surveyor, November 14, 1966, recorded in Plat Book NNN at Page 125, conveyed by the mortgagor herein to W. F. Thomas by deed recorded in Deed Book 810 at Page 543.

LESS HOWEVER: A 1.62 acre tract conveyed by the mortgagor herein to Eva Thomas by deed recorded in Deed Book 905 at Page 392.

LESS HOWEVER: A .5 acre tract conveyed by the mortgagor herein to L. Wesley Gantt and Shelia R. Grant by deed recorded in Deed Book 980 at Page 279.

Tract 1 conveyed to the mortgagor herein by deed of N.C. Poe, Jr., et. al. recorded February 1, 1949 in Greenville County Deed Book 372 at Page 84.

Tract 2 conveyed to the mortgagor herein by deed of John A. Park recorded January 10, 1964 in Greenville County Deed Book 739 at Page 508.

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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