

MORTGAGE OF REAL ESTATE

GREENVILLE CO. S. C.

LAW OFFICES OF THOMAS C. BRISSEY, P.A.

STATE OF SOUTH CAROLINA

AUG 26 3 41 AM '81

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

DONNIE BANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

BOOK 1550 PAGE 941

WHEREAS, James Paul Matthews and Carol Ann Matthews

(hereinafter referred to as Mortgagor) is well and truly indebted unto FRANK L. CASTOR

(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

Thirty Thousand and No/100

Dollars (\$ 30,000.00) due and payable

as set out in promissory note of even date.

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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, and within the corporate limits of the City of Greenville, being known and designated as Lot No. 4 of the property of Central Development Corporation as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book Y, at pages 148 and 149, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Dellwood Drive at the joint front corner of Lots 3 and 4, and running thence with the joint line of said lots, N. 12-06 E. 174.4 feet to an iron pin on the south side of an unnamed street, thence along said unnamed street, N. 77-54 W. 75 feet to an iron pin at the rear corner of Lot 5; thence with the line of said lot, S. 12-06 W. 172 feet to an iron pin on the northern side of Dellwood Drive; thence with the northern side of Dellwood Drive, S. 76-02 E. 75 feet to the beginning corner, being the same property conveyed to Mortgagor by deed of Frank L. Castor, of even date, to be recorded herewith.

Mortgagee's Address: 415 Beach Drive
St. Simon's Island, Georgia 31522

Upon sale of the above described property this mortgage becomes automatically due.

SC 11/26/81 818



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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