

Main Street
City Greenville

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

GRANTED TO ALL WHOM THESE PRESENTS MAY CONCERN:
S.C.

JAN 5 1 40 PM '83
R.M.C. WATERSLEY

WHEREAS, James W. Knox, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Citizens Bank & 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

Twenty thousand Dollars (\$ 20,000) due and payable

with interest thereon from Date at the rate of 14.19 per centum per annum, to be paid: according to said note.

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 containing 10.68 acres, more or less, situate, lying and being in the County of Greenville, State of South Carolina, located at the north-western intersection of South Carolina State Highway No. S 23-50 and South Carolina State Highway No. S 23-73 and being more particularly described according to a survey of "Mrs. Juanita Cleland Property", prepared by Charles K. Dunn and B. C. Edens, Registered Land Surveyor, dated July 20, 1974, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a spike in the center of South Carolina State Highway No. S 23-50 at the intersection of South Carolina State Highway No. S 23-50 and South Carolina State Highway No. 23-73 and thence in the right of way of South Carolina State Highway No. X 23-50, S. 32-43 W. 270 feet to an iron pin in the right of way of said highway; thence along the joint line of property now or formerly owned by Joe T. Drake N. 40-50 W. 1081.7 feet to an old stone corner marked "X" in the joint line of property now or formerly owned by J. Frank Ayers and thence N. 72-06 E. 749 to an iron pin; thence S. 39-14 E. 78.9 feet to a point in the center of the right of way of South Carolina State Highway No. S 23-73 and thence with the center of said highway right of way S. 06-48 E. 765.8 feet to the beginning point.

This being the same property conveyed to the mortgagor herein by deed dated December 3, 1982 and recorded in the RMC Office of Greenville County in Deedbook 1178 at Page 417, by Tri-State Machinery Company, Inc.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
JAN-5-83 STAMP TAX \$ 03.00
PB 11218

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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