

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

MAR 14 9 43 AM '69

OLLIE FARNSWORTH
R. M. C.

BOOK 1119 PAGE 573

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, H. W. Wilburn

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Company of Greenville, South Carolina

(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 Two Thousand, Five Hundred and no/100---

Dollars (\$ 2,500.00) due and payable

on the 12th day of December 1969

with interest thereon from date at the rate of Seven per centum per annum, to be paid: semi-annually

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, South Carolina, and being shown as Lot No. 64 (2.65 acres) on plat of Marsmen, Inc., recorded in Plat Book P, Page 5, RMC Office for Greenville County, S. C. and also shown on plat prepared by Carolina Engineering & Surveying Co. dated November 25, 1968.

And being the same Lot Number 64 conveyed to the mortgagor herein by deed of J. B. Loyless, dated August 14, 1958, and recorded in Book 604, Page 202, RMC Office for Greenville County, S. C.

On December 12, 1968, the mortgagor herein entered into a contract with R. T. Brassell for the sale of the property herein mortgaged, said contract providing for payment of \$2,500.00 on December 12, 1968, and a balance of \$10,000.00 to be paid in four yearly installments, deed to be delivered upon payment of full purchase price, said contract being recorded in Deed Book 859, at Page 529, RMC Office for Greenville County. Said contract was assigned by R. T. Brassell to McLain Hall before it was recorded.

Together with all and singular rights, members, herditaments, 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.