

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE (CO. S. C.)

DEC 17 1 40 PM '70

BOOK 1175 PAGE 669

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Robert E. Berry and Patricia J. Berry

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Southern Bank and Trust Company, Piedmont, S.C.

(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

Four thousand four hundred fifty-six and 80/100----- Dollars (\$ 4,456.80) due and payable in sixty (60) monthly installments of \$74.28 each, the first of these being due and payable on January 15, 1971, and a like sum on the corresponding day of each and every calendar month thereafter until the whole of said debt is paid in full.

with interest thereon from date at the rate of 7 per centum per annum, to be paid: in advance

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, in Grove Township, containing one acre, and being more particularly described according to a survey prepared by J. Coke Smith & Son, dated March 28, 1953, as follows:

Beginning at a point in the center of the Greenville-Pelzer Road, corner of property now or formerly of Ruby Lawrence and running thence with said road S 26-45 W. 100 ft. to a point corner of land now or formerly of J. L. Payne, thence with the line of Payne land, S 79-00 W. 441 feet to an iron pin; thence N. 26-45 E. 100 ft. to an iron pin in lands now or formerly of Ruby Lawrence, thence with the line of said land N. 79-00 E. 441 feet to the point of beginning. Being the same premises conveyed to the mortgagor by Jerry L. Payne by deed recorded in Vol. 475 at page 527, also corrective deed recorded in Vol 486, page 57.

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.