

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAN 4 10 51 AM '71
OLLIE FARNSWORTH
R. M. C.

BOOK 1177 PAGE 179

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, John Williams and Annie S. Williams

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern 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 Three thousand, two hundred sixty four and forty-eight ----- Dollars (\$ 3,264.48) due and payable on the first day of each month beginning on February 8, 1971, in 36 monthly installments of \$90.00 and 68¢ monthly, or until fully paid.

with interest thereon from date at the rate of \$12.82 (APR) per centum per annum, to be paid: Monthly until paid in full.

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

BEGINNING at an Iron pen in the center of an Unnamed Road, leading to Laurens Road, (U-S. Hwy 276), joint front corner of Lot #5 and lot of Melvin and Bobbie J. Tolbert, and running thence along the joint line of said lots; S. 16-06W. 361 feet to a point in line of lot #6, joint rear corner of lot #5 and property of Melvin and Bobbie J. Tolbert; thence along the said line of lot #6 N-86-06 E. 305.5 ft. to an Iron pen, joint rear corner of lots #5 and 6, in line of property of T. J. Mims; thence along the line of said Mims property, N.46-43 E. 350 ft. to a point in the center of said unnamed road; thence along the center of said unnamed road to the following courses and distances; N.74-46 W. 298.5 ft; thence N. 84-20W.118.9 ft. thence S.86-06W.53 ft. to the point of beginning.

BEING the same property conveyed by DEED to the GRANTORS by FRANK MCGOWAN, MASTER IN EQUITY as noted in DEED BOOK 889 at PAGE 228, in the OFFICE of the R.M.C. for GREENVILLE COUNTY.

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.