

STATE OF SOUTH CAROLINA
COUNTY OF Greenville



BOOK 1181 PAGE 63

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

I, Ann Franks

(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

Seven hundred ninety - eight and no/100 ----- Dollars (\$ 798.00) due and payable

in twelve monthly installments of \$66.50 each, the first of these being due and payable on March 22, 1971, with a like sum due and payable on the corresponding date 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 Oaklawn Township, on the west side of U. S. Highway No. 29, and known and designated as Lots Nos. 36 and 37 of the T. D. Bennett sub-division, as shown by plat made by G. Sam Lowe, Registered C. E. dated August 24, 1948, and recorded in the R. M. C. Office for Greenville County in Plat Book S Page 143, and according to said plat more particularly described as follows;

BEGINNING at a point on the northern side of Bennett Street at the joint front corners of Lots Nos. 35 and 36, and running thence N. 80 degrees - 55' E. with the northern edge of Bennett Street 100 feet to the joint front corners of Lots Nos. 37 and 38; thence N. 0 degrees - 50' E. 320 feet to the joint rear corners of Lots. Nos. 37 and 38; thence N. 89 degrees - 15' W. 100 feet to the joint rear corners of Lots Nos. 35 and 36; thence with the joint line of Lots Nos. 35 and 36 S. 0 degrees - 50' W. 335 feet to the beginning corner.

This is the same property conveyed to Ann Franks by deed of T. D. Nolan and Henry J. Covington on the 21st day of December, 1948, recorded in the Office of RMC for Greenville County, in Book 405, Page 144.

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.