

MORTGAGE OF REAL ESTATE - Office of Public Safety, Greenville, S. C.

BOOK 1272 PAGE 275

STATE OF SOUTH CAROLINA
COUNTY OF Greenville



MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Ella J. Fossett

(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

Eight hundred twenty eight and no/100----- Dollars (\$ 828.00) due and payable

in eighteen monthly installments of \$46.00 each, the first of these being due and payable on May 8, 1973 with a like amount due on the same day of each month thereafter until entire amount 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, situate lying and being in the Piedmont Manufacturing Company Village in or near the Town of Piedmont, and being more particularly described as Lot No. 51 Section 4, as shown on a plat entitled "Property of Piedmont Mfg. Co., Greenville County," made by Dalton & Neves, February, 1950; Sections 3 and 4 of said plat are recorded in the R.M.C. Office of Greenville County in Plat Book Y, at pages 2 - 5, inclusive and pages 6 - 9, inclusive, respectively. According to said plat the within described lot is also known as No. 15 Liberty Street (Avenue) and fronts thereon 95 feet.

This is the identical property conveyed to John Cecil Smith and Susie Y. Smith by deed of J. P. Stevens & Co., Inc. dated August 1, 1950 and recorded in the R. M. C. Office for Greenville County, S. C. in Deed Book 416, at page 337.

This is the identical property conveyed to Ella Fossett by deed of John Cecil Smith and Susie Y. Smith, dated July 29, 1958, and recorded in the R. M. C. Office for Greenville County in Deed Book 603, at page 273.

Personally appeared before me Charles T. Kimbo who under his own oath states that he was present at the closing of the within transaction as loan officer, that the full consideration thereof is of his own knowledge the sum of \$828.00 and that he saw the statutory amount of South Carolina documentary stamps affixed to the note which this mortgage secures.

Given under my hand and seal this 5th day of April, 1973

Margaret H. Bunklester
Notary Public for South Carolina
My commission expires 7/24/79

Charles T. Kimbo
Charles T. Kimbo

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