

MORTGAGE OF REAL ESTATE—Office of Hubert E. Robin, Attorney at Law, Greenville, S. C.

BOOK 1274 PAGE 719

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S.C.
APR 7 4 09 PM '73
D. SHIE S. TANKERSLEY
R.H.C.

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

WHEREAS, I, Samuel W. Smith

(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

Three thousand eight hundred seventy-two and 40/100--- Dollars (\$ 3,872.40) due and payable in sixty monthly installments of \$64.54 each, the first of these due and payable on June 8, 1973, with a like amount paid on the same day of each following month until entire amount of debt is paid in full.

with interest thereon from date at the rate of 6 1/2 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

All that piece, parcel or lot of land with the improvements thereon situate, lying and being in the Piedmont Manufacturing Company Village in or near the Town of Piedmont, Greenville County, South Carolina, and being more particularly described as Lot No. 90, Section No. 3, 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. 7 Spring Street (Avenue) and fronts thereon 100 feet.

This is the same property conveyed to Samuel W. Smith by deed of J. P. Stevens & Co., Inc., said deed recorded in RMC Office for Greenville County.

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 \$3,872.40 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 23rd day of April, 1973.

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

Charles T. Kimbo
Charles T. Kimbo

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