

FILED
GREENVILLE CO. S. C.

BOOK 1279 PAGE 453

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

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

DONNIE S. TANKERSLEY MORTGAGE OF REAL ESTATE
R.H.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Jerry Lee Nichols

(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

Nine thousand seven hundred seventy-four and no/100-- Dollars (\$ 9,774.00) due and payable

in sixty monthly installments of \$162.90 each, the first of these due and payable on July 8, 1973 with a like amount due on the same day of each month thereafter until entire amount 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

All that piece, parcel or lot of land with improvements thereon, situate, lying and being in Oaklawn Township, Greenville County, State of South Carolina, on the road leading from Old Pelzer Road to U. S. Highway 29 and according to a plat made by J. D. Calmes, Engr., April 11, 1957, recorded in Plat Book BB, at page 177, RMC Office for Greenville County, has the following metes and bounds:

Beginning at a nail and cap in the center of said road at joint corner of property of Otis Williams and running thence with Williams line, North 25-23 East 134.1 feet to a stone; thence North 64-37 East 715 feet to an iron pin; running thence South 6-25 East 490.7 feet to a nail and cap in center of road; running thence with the center of road as the line, the following courses and distances: North 84-14 West 218.7 feet; North 78-25 West 208.8 feet; South 89-12 336.7 feet to the beginning corner and containing 4.65 acres, more or less.

Being the same property conveyed to Jerry Lee Nichols by deed of Jack M. Allen and Ruth W. Allen, deed dated May 25, 1973, recorded simultaneously with this mortgage in Office of R. M. C. for Greenville County.

This property is conveyed subject to all existing and recording easements, rights of way and restrictions as recorded in the RMC Office for Greenville County and as shown on said plat.

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 \$9,774.00, 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 25th day of May, 1973.

Margaret H. Buckhister
Notary Public for South Carolina

Charles T. Kimbo
Charles T. Kimbo

My comm. expires 7/24/79

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.