

MORTGAGE OF REAL ESTATE—Office of <sup>FILED</sup> Notary, Attorney at Law, Greenville, S. C.  
GREENVILLE, CO. S. C.

BOOK 1285 PAGE 147

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville  
JUL 19 9 55 AM '73  
DORRIS S. TANKERSLEY  
R.M.C.

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

WHEREAS, We, James C. Foxx and Mary B. Foxx

(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 Thousand Eight Hundred Forty-seven and 19/100 Dollars (\$ 7,847.19 ) due and payable  
in monthly installments of \$135.00 per month at 8% beginning August 15,  
1973, first applied to Interest and balance to Principal and continuing  
on the 15th of each month thereafter until paid in full.

with interest thereon from date at the rate of 8 per centum per annum, to be paid:

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, and being in the Piedmont Manufacturing Company Village in or near the Town of Piedmont, and being more particularly described as Lot No. 89, 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 for Greenville County in Plat Book Y, at page 2-5, inclusive, and page 6-9, inclusive, respectively. According to said plat, the within described lot is also known as No. 2 Hammett Street (Avenue) and fronts thereon 115 feet.

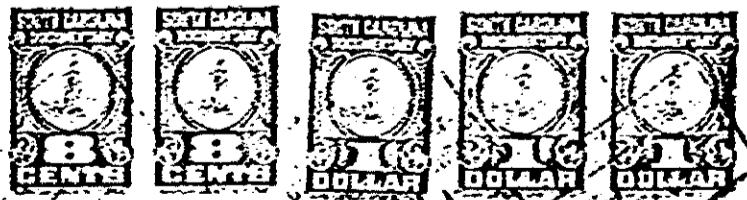
This is the same property conveyed to James C. Foxx and Mary B. Foxx by deed of Milford O. Howard and Helen T. Howard, said deed recorded in Office of RMC for Greenville County.

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 \$7,847.18 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 10th  
day of July, 1973

Margaret H. Buckmaster  
Notary Public for South Carolina  
My comm. 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 Mortgagee 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 Mortgagee 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 whatsoever lawfully claiming the same or any part thereof.

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