

MORTGAGE OF REAL ESTATE-Office of Henry C. York, Attorney at Law, Greenville, S. C.

BOOK 1288 PAGE 657

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.
US 23 8 54 AM '73
BONNIE S. TANKERSLEY
R.H.C.

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

WHEREAS, We, William C. and Marian C. Yates

(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 twenty - nine and 96/100-----

Dollars (\$ 7,029.96) due and payable

in eighty - four (84) monthly installments of \$83.69 each, the first of these due and payable on September 22, 1973 with a like amount due on the 22nd day of each calendar month thereafter until entire amount of 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

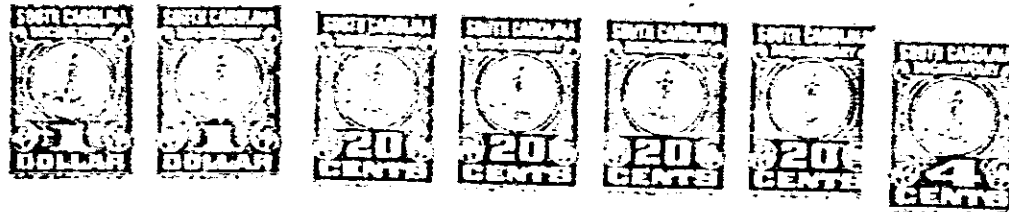
Greenville

on the Eastern side of Highway 29 (U. S. Highway) , known and designated as Lot Number 1 of Oak Ridge as shown by plat made by C. C. Jones, Engineer, January 17, 1951 , and recorded in the R. M. C. Office for Greenville County in Plat Book " Y " at page 67, and having, according to said plat, the following metes and bounds :

BEGINNING at an iron pin at the Northeastern corner of the intersection of Helen Drive and U. S. Highway 29 and running thence with the Northern side of Helen Drive S 77- 45 E. 186.5 feet to a pin at the corner of Lot 2 ; thence with Lot 2, N. 12 - 15 E. 66 feet to a pin ; thence N. 77- 45 W. 200 feet to a pin on the Eastern side of U. S. Highway 29 ; thence with said highway S. 0-45 W. 67.4 feet to the beginning corner.

The Highway 29 herein referred to is Old U. S. 29, also known as Piedmont Highway .

This is the same property conveyed to William C. and Miriam C. Yates by deed of Irvine Turner and Polly H. Turner dated August 10, 1973 and recorded simultaneously with this mortgage in the Office of RMC for Greenville County.



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 whatsoever lawfully claiming the same or any part thereof.

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