

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.
FEB 15 5 03 PM '74
DORRIS S. TANKERSLEY
R.M.C.

BOOK 1202 PAGE 9

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

WHEREAS, I, Daniel E. Hamby

(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

Five thousand three hundred sixty-two and 20/100-- Dollars (\$ 5,362.20) due and payable in sixty (60) monthly installments of \$89.37 each, the first of these due on Feb. 22, 1974 with a like amount due on the 22nd of each calendar month thereafter until entire amount of debt is paid in full.

with interest thereon from date at the rate of 12.40 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:

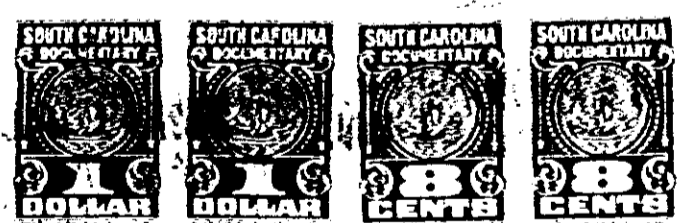
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

All that piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in Grove Township, Greenville County, South Carolina, containing one acre, more or less, and being more particularly described as follows, to - wit :

BEGINNING at a point in the center of Old Mill Road, said point being 125 feet West of the center of the Old Mill Road , the corner of property now or formerly belonging to Arch McMahan ; thence running 210 feet West down the center of Old Mill Road to a nail and stopper ; thence in a northwesterly direction 210 feet to a point ; thence running East 210 feet parallel to Old Mill Road to a point ; thence running South 210 feet to the point of beginning .

Said tract being bordered on the West and North and the East by other properties belonging to John Henry Dogan Estate and bordered on the South by the Old Mill Road, and being the same property conveyed to Daniel E. Hamby by deed of Larry D. Hamby , deed dated January 8, 1974 and recorded simultaneously with this mortgage in the Office of R. M. C. for Greenville County .

This conveyance is subject to all restrictions, set back lines, roadways, easements , and rights of way , if any, appearing of record , on the premises, or on the recorded plat, which affect the property hereinabove described.



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.

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