

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
MAR 19 3 30 PM '74
DONNIE S. TANNERSLEY
R.H.C.

1304 583

MORTGAGE OF REAL ESTATE
ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, A. P. McCARTER,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

SOUTHERN BANK AND TRUST COMPANY,

(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 TWENTY-EIGHT THOUSAND THREE HUNDRED NINETY-EIGHT AND 72/100 ----- Dollars (\$ 28,398.72) due and payable

in 84 monthly installments at THREE HUNDRED THIRTY-EIGHT AND 08/100 (\$338.08) DOLLARS each, beginning the 1st day of May, 1974.

with interest thereon from date hereof at the rate of six (6) per centum per annum, to be paid: Monthly

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, shown as a 10-acre tract on plat of property of Charles B. Thomas made by Carolina Engineering & Surveying Company dated April, 1968 and revised February 24, 1969 in Greenville County, South Carolina.

BEGINNING at an iron pin in the center of Devinger (also known as Davinger) Road at corner of property now or formerly of Mitchell and running thence along center of Devinger (also known as Davinger) Road, North 40-10 East 292.8 feet to an iron pin; thence continuing with the center of said Road, North 41-42 East 87 feet to an iron pin; running thence along a 10-acre tract designated as J. J. McCarter property, South 36-28 East 1,236.1 feet to an iron pin; running thence South 62-20 West 380 feet to an iron pin; running thence along line of property, now or formerly of Mitchell, North 36-11 West 1,092.6 feet to an iron pin in the center of Devinger (also known as Davinger) Road, the beginning corner.

This mortgage is junior to that mortgage to Fidelity Federal Savings and Loan Association as recorded in Mortgage Book 1272, at Page 49 and recorded in the R.H.C. Office 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 whomsoever lawfully claiming the same or any part thereof.

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