

GREENVILLE CO. S.C.  
MORTGAGE OF REAL ESTATE - Thomas C. Brissey, Attorney at Law, 110 Manly St., Greenville, S.C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE No. 1322 of 319  
TO ALL WHOM THESE PRESENTS MAY COME

WHEREAS, Foster M. Garner

(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 Six Thousand Two Hundred Ten and No/100-----  
-----Dollars (\$ 6,210.00 ) due and payable

at the rate of \$103.50 per month beginning November 1, 1974 and continuing each month thereafter until paid in full

with interest thereon from maturity at the rate of eight per centum per annum, to be paid: on demand.

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, in Butler Township, containing 2.4 acres, more or less, and designated as a portion of Lot 11 of Rolling Green Real Estate Co., as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book XX at Page 33, and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southeastern side of Rolling Green Circle at the joint front corner of Lots 11 and 12 and running thence along the line of Lot 12, S.13-00 E. 498 feet to an iron pin in the line of the right of way of U. S. Highway 85; thence along said right of way, N.66-10 E. 266 feet to a point in the center of the rear line of Lot 11; thence a new line in a northwesterly direction 460 feet, more or less, to a point in the center of the front line of Lot 11 on the southeastern side of Rolling Green Circle; thence along Rolling Green Circle, S.76-00 W. 185 feet to the beginning corner.



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 such 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 hereinafore 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.