

4328-159

MORTGAGE OF REAL ESTATE--Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE 00100 MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert E. Henry, II

(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 Four Thousand Five Hundred and No/100ths-----

Dollars (\$4,500.00) due and payable
180 days from date with interest from date at the rate of eight percent per annum to be paid 180 days from date

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

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, the Mortgagee's heirs, 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 lying and being on the Verdia Circle and being shown as Lot 40 according to a plat entitled Terrydale by Campbell and Clarkson Surveyors, Inc., dated June 9, 1971 and recorded in the RMC Office for Greenville County in Plat Book 4N at Page 417 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Verdia Circle at the joint front corner of Lots 40 and 41 and running thence with the northern side of Verdia Circle, S. 80-26 W. 80.6 feet to an iron pin; thence with the curve of Verdia Circle, the chord of which is N. 72-13 W. 42 feet to an iron pin; thence still with the curve of Verdia Circle, the chord of which is N. 17-25 W. 42 feet to an iron pin; thence still with Verdia Circle, N. 9-55 E. 94.5 feet to an iron pin at the joint side corners of Lots 39 and 40; thence with the joint line of Lots 40 and 39, N. 80-26 E. 92.2 feet to an iron pin at the joint rear corner of Lots 40 and 41; thence still with the joint line of Lots 40 and 41, S. 9-34 E. 150 feet to an iron pin, the point of beginning.



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 is 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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