

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUN 24 01 PM '75
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Rajito Properties, a Partnership

(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 and No/100-----

Dollars (\$4,000.00) due and payable

one year from date

with interest thereon from date at the rate of 8 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, 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 the City of Greenville, being known and designated as Lots 208 and 209 on Plat of Marshall Forest, plat of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book H, at Pages 133 and 134, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake at the Southeast corner of Byrd Boulevard (formerly Ridge Drive) and Club Drive; and running thence with the Southern side of Club Drive, N. 73-00 E. 162.8 feet to a stake on an alley; thence with the Western side of said alley in a Southerly direction 41.1 feet to a stake at the corner of Lot 207; thence with the line of said lot, S. 66-12 W. 172.4 feet to a stake on Byrd Boulevard; thence with the Eastern side of Byrd Boulevard, N. 23-48 W. 58.8 feet to the beginning corner.

This mortgage is second and junior in lien to that certain mortgage in favor of First Federal Savings and Loan Association in the original amount of \$16,900.00 dated July 31, 1973, and recorded in the RMC Office for Greenville County in Mortgage Book 1287 at Page 292.



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.