

FILED GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

JUN 13 9 46 AM '75
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, WILLIAM L. COX AND NANCY J. COX

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

SOUTHERN BANK & 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 Six Thousand Five Hundred Thirty Seven
and 28/100-----Dollars (\$ 26,537.28) due and payable

in accordance with terms of note of even date

with interest thereon from date at the rate of 7% 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, City of Greenville, at the northeastern corner of the intersection of Henderson Road and Stillwood Drive and being known and designated as Lot 96 on plat of Section F of Gower Estates recorded in the R.M.C. Office for Greenville County in Plat Book "JJJ", Page 99 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron on the northern side of Henderson Road at the joint corner of Lots Nos. 96 and 97 and running thence along said Road S. 83-59 W., 65 feet to an iron pin and S. 81-20 W., 80 feet to an iron pin; thence with the curve of said intersection (the chord being N. 37-01 W.) 35 feet to an iron pin on the eastern side of Stillwood Drive, thence along the eastern side of Stillwood Drive as follows: N. 1-56 W., 90 feet to an iron pin; N. 8-09 E., 65 feet to an iron pin; N. 42-22 E., 55 feet to an iron pin; N. 52-38 E., 45 feet to an iron pin at the joint corner of Lots Nos. 95 and 96; thence along the joint line of said lots S. 44-35 E., 143.2 feet to an iron pin; thence along the joint line of Lots Nos. 96 and 97 S. 6-31 W., 130 feet to the point of beginning.

This mortgage is junior in lien to that certain mortgage executed in favor of Carolina Federal Savings & Loan Association in the original amount of \$26,000, recorded in the R.M.C. Office for Greenville County in Mortgage Book 1080, Page 272.



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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