

FILED  
GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

JUL 20 9 09 AM '77  
CHAS. S. TANKERSLEY  
R.M.C.

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

WHEREAS, CHARLES E. SPEARMAN

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 in-  
corporated herein by reference, in the sum of **One Thousand Nine Hundred Thirty Eight and No/100**

Dollars (\$ 1,938.00 ) due and payable

in accordance with terms of note of even date herewith.

with interest thereon from date at the rate of 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, near the City of Greenville, on the southeast side of Newberry Street (formerly Sumter Street), being shown as Lots Nos. 8, 9 and 10 on Plat of property of Central Realty Corporation recorded in the RMC Office for Greenville County in Plat Book S, Page 110, and described as follows:

BEGINNING at a stake on the southeast side of Newberry Street (formerly Sumter Street), 153.8 feet northeast from View Point Drive, at corner of Lot No. 6, and running thence with the southeast side of said Street, N. 46-06 E., 193 feet to a stake at corner of Lot No. 11; thence with the line of said Lot, S. 43-54 E., 150 feet to a stake; thence S. 46-06 W., 158.9 feet to a stake in line of Lot No. 4; thence with the lines of Lots Nos. 4, 5 and 6 N. 56-29 W., 153.7 feet to the beginning corner.

This mortgage is junior in lien to that certain mortgage executed in favor of Fidelity Federal Savings & Loan Association in the original amount of \$5,500.00, recorded in the RMC Office for Greenville County in Mortgage Book 1177, Page 244.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apper-  
taining, 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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