

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

DEPARTMENT OF REVENUE  
REGISTER

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, JAMES B. SCOTT & ANNE H. SCOTT,

(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

FIVE THOUSAND, NINE HUNDRED TWENTY EIGHT AND 48/100 Dollars (\$ 5,928.48 ) due and payable in 36 monthly installments of \$164.68 per month, commencing on October 15, 1975 and continuing on the same date of each successive month thereafter until paid in full

annual percentage  
with interest thereon from date at the rate of 12.82 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, in Highland Township, being known and designated as Tract No. 5 containing 5.04 acres as shown on plat of property of Cherokee Estates according to a survey made by Wolfe & Huskey, Inc., Engrs., dated May 17, 1974, said plat being recorded in the RMC Office for Greenville County in Plat Book 5-B, at page 99, and having according to said plat the following courses and distances, to wit:

BEGINNING at an iron pin at the joint corner of Lots Nos. 4 and 5 and running thence S. 07-31 E. 998.9 feet to iron pin at edge of property now or formerly of Belk Simpson Company; running thence S. 80-50 W. 129.5 feet to a stone (o.m.); thence continuing along with the line of property now or formerly of Belk Simpson Company N. 17-30 W. 1029 feet to iron pin; running thence N. 84-29 E. 308 feet to an iron pin, 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 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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