

SEP 30 1 07 PM '77

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE S. TANNERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

BOOK 1349 PAGE 991

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, C. J. SMITH AND MARIAN J. SMITH

(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 TWO THOUSAND AND NO/100----- Dollars (\$ 22,000.00) due and payable

on demand

with interest thereon from date at the rate of --9%-- per centum per annum, to be paid: annually.

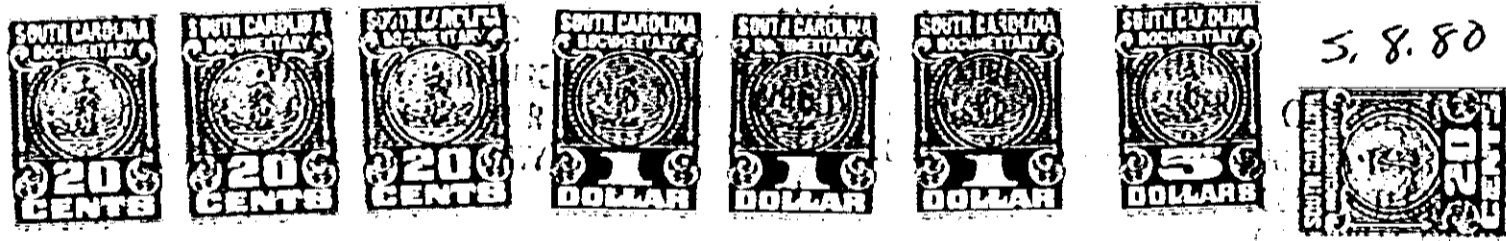
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, Town of Fountain Inn, known and designated as Lot No. Eleven (11) in accordance with revised plat made for W. Shell Thackston, dated May 16, 1963, by C. O. Riddle, and being more fully described in accordance with said plat, to-wit:

BEGINNING at an iron pin on the western side of Cherry Lane, joint front corner with Lot No. 12 and running thence along Lot No. 12, S. 47-40 W. 159 feet to an iron pin; thence S. 42-20 E. 98.32 feet to a point; thence N. 49-40 E. 155.6 feet to a point on the western side of Cherry Lane; thence running along Cherry Lane N. 40-20 W. 100 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Bankers Trust of South Carolina to be recorded of even date herewith.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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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