

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

18 11 1977
L. W. S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, W. D. Yarborough

(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 -----

Fifty ^Thousand and No/100----- Dollars (\$ 50,000.00) due and payable

on demand,

with interest thereon from _____ date _____ at the rate of 9-1/2 per centum per annum, to be paid: semi-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:

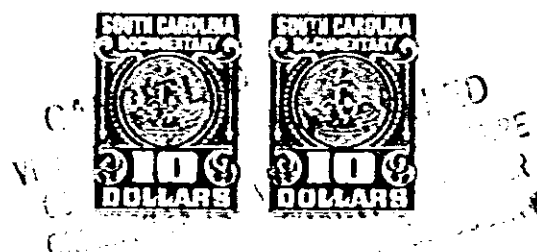
~~"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of-~~

ALL those pieces, parcels or lots of land situate, lying and being in the City of Mauldin, County of Greenville, State of South Carolina, being shown on a plat of Forrester Woods, Section 7, prepared by R. B. Bruce, Licensed Engineer and dated February 12, 1975, said plat containing two (2) pages with a total of 130 lots. Said plat is to be recorded in the R.M.C. Office for Greenville County in Plat Book _____ at page _____.

LESS HOWEVER: The lots on said plat having the following lot numbers: 49, 50, 51, 52, 53, 54, 55, 56, 57.

This mortgage is junior in lien to that certain mortgage in favor of First Federal Savings and Loan Association in the original amount of \$529,450.00 recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1311, at page 745.

It is understood that the mortgagee herein agrees to release each of the aforementioned lots from this mortgage upon the payment of One Thousand Dollars (\$1,000.00) per lot to the mortgagee.



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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