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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, James Dennis Garrett and Bobbie Jean Garrett

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company, its successors and assigns

(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

Ninety-four Hundred Nine and 80/100 ----- Dollars (\$ 9,409.80) due and payable

in 60 monthly installments of \$156.83, commencing on the 8th day of May, 1976, and on the same date of each successive month thereafter until paid in full

with interest thereon from to date at the rate of per centum per annum, to be paid:

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, lying and being at the Northwestern corner of the intersection of Talley Bridge Road and Stevens Avenue at Slater, being known and designated as Lot No. 15 as shown on a plat prepared by Piedmont Engineers & Architects, dated February 5, 1966, entitled "Subdivision for J. P. Stevens & Co., Inc., Slater Plat", recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 000 at page 131, and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Talley Bridge Road at the joint front corner of Lots Nos. 14 and 15 and running thence with the line of Lot No. 14 N. 21-12 W. 287.2 feet to an iron pin in the line of Lot No. 13; thence with the line of Lot No. 13 N. 79-24 E. 175.6 feet to an iron pin on the Western side of Carter Drive; thence with the Western side of Carter Drive S. 42-45 E. 110.15 feet to an iron pin on the Western side of Stevens Avenue; thence with the Western side of Stevens Avenue S. 0-09 W. 192.8 feet to an iron pin; thence with the curve of the intersection of Stevens Avenue and Talley Bridge Road the chord of which is S. 43-27 W. 36.5 feet to an iron pin on the Northern side of Talley Bridge Road; thence with the Northern side of Talley Bridge Road S. 86-45 W. 112.3 feet to the point of beginning.

This mortgage is junior to a mortgage to Travelers Rest Federal Savings & Loan dated December 30, 1971 in the principal amount of \$24,000.00, recorded in the R. M. C. Office for Greenville County in Mortgage Book 1218, Page 63.



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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