

MAY 25 4 41 PM '76

NO 1338 PAGE 435

DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

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

WHEREAS, We, Mart Leon Cole and Shirley W. Cole

hereinafter referred to as Mortgagor) is well and truly indebted unto

Southern bank and Trust Company, Piedmont, S. C.

hereinafter referred to as Mortgagee) as evidenced by the Mortgage's promissory note of record to be hereinafter, the terms of which are incorporated herein by reference, in the sum of

Seven thousand eight hundred four and 32/100 - - - - - Dollars \$ 7,804.32 due and payable
in forty - eight monthly installments of \$162.59 each, the first of these due and
payable on July 8 , 1976 with a like amount due on the 8th day of each calendar
month thereafter until entire amount of debt is paid in full.

with interest thereon from date at the rate of 12.55 per centum per annum, to be paid in advance

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 Mortgagee 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 Grove Township, containing Two (2)

Acres, more or less, according to a survey and plat made by Carolina Engineering and Surveying Company, Greenville, S. C. which shows the following courses and distances, to wit:

BEGINNING at a point in center of John Preston Road, the Southwestern corner of the lot and running thence along William C. and Nellie T. Cole line, N. 3-30 West 218 feet to point, iron pin on bank of said road 25 feet from corner; thence N. 89-22 East 400 feet to a point; thence S. 3-30 East 218 feet to point in center of John Preston Road, iron pin on North bank of road 25 feet from corner in road; thence along center of John Preston Road, S. 89-22 West 400 feet to the beginning corner.

The within described lot of land is part of the William C. Cole and Nellie T. Cole home place, conveyed to them by Mamie T. Clark by her deed bearing date of February 13, 1952 and recorded in the Office of the RMC for Greenville County in Vol. 591, at page 541, and being bounded on the South by said road and on the East North and West by other land of William C. Cole and Nellie T. Cole.



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 execute the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to well and lawfully 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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