

JUL 4 3 24 PM '76

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

SONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, We, Ernest Smith and Princella B. Smith

(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 Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Six thousand two hundred ninety-two and 44/100----- Dollars (\$ 6,292.44) due and payable in thirty - six monthly installments of \$174.79 each , the first of these due 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 12.68 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 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 that certain piece, parcel or lot of land containing five-tenths (5/10 th) of an acre, more or less , in Grove Township , Greenville County , South Carolina, lying on the south side of the Piedmont Road , being more particularly described according to plat made by W. F. Adkins, surveyor, May 16, 1939 , as follows:

BEGINNING at an iron pin at the intersection of the Piedmont Road and another road ; thence south 12 degrees 30 minutes west 1.76 chains to stone 3 X O. M. ; thence north 82 degrees 15 minutes east 3.00 chains to stone 3 X N. M. ; thence north 12 degrees 30 minutes east 1.79 chains to iron pin 3 X N. M. in the Piedmont Road ; thence with the Piedmont Road south 82 degrees 45 minutes west 2.97 chains to the point of beginning .

This is the same property conveyed by deed of Eva Brown to Ernest Smith dated August 26, 1953 , recorded in the Office of RMC for Greenville County in Book 484 of Deeds, page 396 .



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.

0.393

328 RV.2