

MORTGAGE OF REAL ESTATE—Office of P. BRADLEY MORRAH, JR., Attorney at Law, Greenville, S. C.

BOOK 1371 PAGE 711

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

JUL 1 10 51 AM '76  
DONNIE S. TANKERSLEY  
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN;

WHEREAS, WE, CARL BAKER and SYBIL B. BAKER

(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 One Hundred Fifty Thousand and no/100

-----Dollars (\$ 150,000.00) due and payable  
\$3,187.08 per month beginning 8/1/76 and each month thereafter until paid

with interest thereon from date at the rate of 10% per centum per annum, to be paid monthly

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, at the intersection of Skyview Drive and Winterberry Court and being shown as part of Lots 10 and 11 of the Tully Babb Property, prepared by Dalton and Neves, Engineers, which plat is recorded in the RMC Office for Greenville County, South Carolina, and having according to a recent survey and plat entitled "Property of Carl Baker and Sybil B. Baker", prepared by Dalton and Neves, Engineers, in May, 1964 the following metes and bounds:

BEGINNING at an iron pin on the south side of Skyview Drive; and running thence with said street S. 83-10 W. 75 feet to an iron pin; thence along a curving course (the chord of which is S. 38-10 W. ) 35.3 feet to an iron pin on the east side of Winterberry Court; thence with the line of said street, S. 6-50 E. 195 feet to an iron pin in the rear line of Lot No. 11; thence N. 83-10 E. 100 feet to an iron pin; thence through a part of Lot 11 and the rear part of Lot 10, N. 6-50 W. 220 feet to an iron pin, point of beginning.

Being the same property conveyed to the Mortgagors by D & W Manufacturing Co., by deed recorded in Deed Book 749 at Page 83.

ALSO: All that certain piece, parcel or lot of land, situate, lying and being in the City of Greenville, County and State aforesaid adjoining the above described parcel, and being shown and designated as part of Lot 11 on plat of property of Tully P. Babb, prepared by Dalton & Neves, Engineers, and of record in said RMC Office and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Winterberry Court, corner of other property of Carl B. Baker, et al; and running thence along the Baker property N. 83- 10 E. 100 feet to an iron pin; thence N. 6-50 E. 80 feet to an iron pin; thence S. 83-10 W. 100 feet to an iron pin on the east side of Winterberry Court; thence with the line of said street N. 6-50 W. 80 feet to point of beginning.

Being the same property conveyed to Carl B. Baker, et al by deed recorded in Deed Book 800 at Page 12.



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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