

Oct 4 4 40 PM '76

BOOK 1379 PAGE 523

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

DONNE S. TANKERSLEY
R.H.C.

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

WHEREAS, I, Marian C. Yates

(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 six hundred forty-two and no/100----- Dollars (\$ 6,642.00) due and payable in seventy - two (72) monthly installments of \$92.25 each , the first of these due and payable on October 22, 1976 with a like amount due on the 22nd day of calendar month thereafter until entire amount is paid in full.

with interest thereon from _____ date _____ at the rate of 12.32 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:

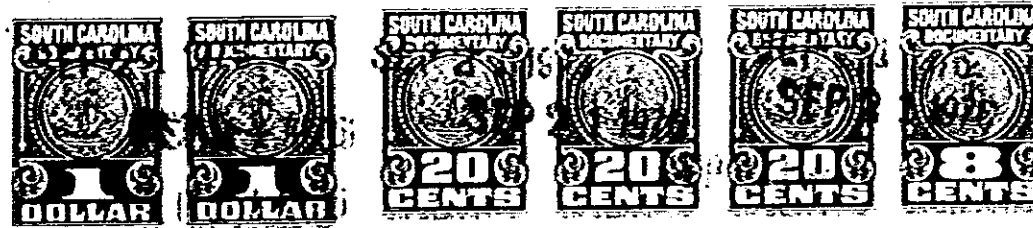
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of _____

Greenville, on the Eastern side of Highway 29 (U. S.

Highway) , Known and designated as Lot Number 1 of Oak Ridge as shown on plat made by C. C. Jones, Engineer, January 17, 1951 , and recorded in the R. M. C. Office for Greenville County in Plat Book " Y " at page 67 , and having according to said plat, the following metes and bounds :

BEGINNING at an iron pin at the Northeastern corner of the intersection of Helen Drive and U. S. Highway 29 and running thence with the Northern side of Helen Drive S 77 - 45 E. 186.5 feet to a pin at the corner of Lot 2 ; thence with Lot 2 , N. 12 - 15 E. 66 feet to a pin ; thence N. 77-45 W. 200 feet to a pin on the Eastern side of U. S. Highway 29 ; thence with said highway S. 0-45 W. 67.4 feet to the beginning corner .

The Highway 29 herein referred to is Old U. S. 29 , also known as Piedmont Highway .



This being the same property conveyed to Marian C. Yates by Marian C. Yates as shown by deed recorded in the RMC Office for Greenville County in Deed Book 1022, at page 170.

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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