

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

NOV 23 12 30 PM '71
DORRIS S. STANLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JIMMIE D. SMITH AND HELEN B. SMITH

(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 Three Thousand Two Hundred Six and 16/100-----
----- Dollars (\$ 3,206.16) due and payable

in accordance with terms of note of even date herewith

including

/ ~~with~~ interest thereon from date at the rate of seven 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:

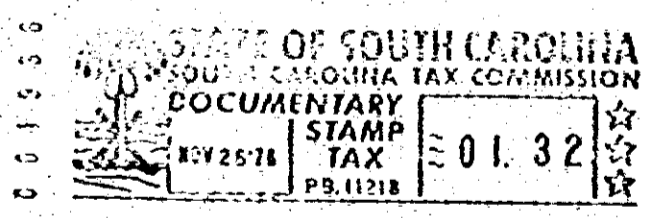
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, in the City of Greenville, being on the southern side of Lowndes Hill Road and being known and designated as a portion of Lot No. 3 of a subdivision of property of W. T. Patrick and W. R. Timmons, Jr., plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book II, Page 93, also known as the property of Jimmie D. Smith and Helen B. Smith, plat recorded in the R.M.C. Office for Greenville County in Plat Book KKK, Page 23, said property having such metes and bounds as shown thereon.

This is the same property conveyed to the mortgagors by deed of Bobby R. Satterfield recorded July 12, 1965, in the R.M.C. Office for Greenville in Deed Book 777, Page 332.

This mortgage is junior in lien to that certain mortgage executed in favor of Cameron-Brown Company in the original amount of \$11,450.00 recorded July 12, 1965, in the R.M.C. Office for Greenville, in Real Estate Mortgage Book 1000, Page 445.

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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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