

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

DEC 20 3 29 PM '75
LONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MITCHELL D. SEIGLER AND DELORES SEIGLER

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND 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

FOUR THOUSAND ONE HUNDRED EIGHTY AND 32/100ths Dollars (\$4,180.32) due and payable

AS SET FORTH IN SAID NOTE,

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with interest thereon from DATE at the rate of / ~~PERCENT 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:

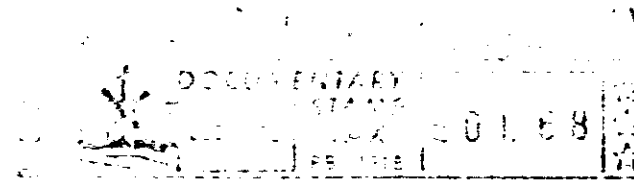
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, known and designated as Lot No. 22 on plat of Mountain View Circle recorded in the RMC Office for Greenville County, South Carolina, in Plat Book W at Page 181, and being shown on a more recent plat of the property of Wayne F. Spivey prepared by R. B. Bruce, RLS, dated July 17, 1963, and recorded in the RMC Office for Greenville, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Westerly side of Old Rutherford Road at the joint front corner of Lot Nos. 21 and 22, and running thence N. 80-23 W. 200 feet to an iron pin; thence N. 6-56 E. 100 feet to an iron pin; thence with line of Lot No. 23, S. 80-21 E. 198.8 feet to an iron pin on the Westerly side of Old Rutherford Road; thence with said Road, S. 6-15 W. 100 feet to the point of beginning.

THIS Mortgage is junior in lien to a certain Mortgage given by the Mortgagors herein in favor of Aiken Loan and Security Company, recorded in the RMC Office for Greenville County in Mortgage Book 929 at Page 197.

THIS being the same property conveyed to the Mortgagors herein by a certain deed of Wayne F. Spivey dated August 9, 1971, and thereafter filed for record in the RMC Office for Greenville County in Deed Book 922 at Page 358 on August 10, 1971.



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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