

P.O. Box 1329, Greenville, South Carolina 29602

GREENVILLE CO. S. C.

1388 299

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY  
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, A. STEWART FINK AND SUE D. FINK

(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

SIX THOUSAND SEVEN HUNDRED SIXTY-FIVE AND NO/100--Dollars (\$ 6,765.00 ) due and payable  
In equal monthly installments of One Hundred Twelve and 75/100 (\$112.75)  
Dollars Beginning March 1, 1977.

with interest thereon from February 1, 1977 at the rate of 12.37 ~~PER ANNUM~~ Annual percentage rate to be paid: AS SET OUT ABOVE.

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:

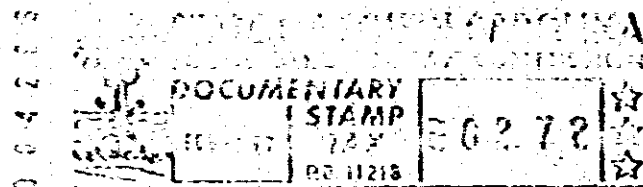
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being at the westerly intersection of Silver Creek Road and Lake Water Court near the City of Greenville, S. C., being known and designated as Lot No. 255 on plat entitled "Map No. 1, Section I, Sugar Creek" as recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 5-D, page 18 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Lake Water Court, said pin being the joint front corner of Lots 255 and 256 and running thence with the common line of said lots N. 52-20-55 W. 133.39 feet to an iron pin, thence to the joint rear corner of Lots 255 and 256; thence N. 37-58-27 W. 140 feet to an iron pin on the southwesterly side of Silver Creek Road; thence with the southwesterly side of Silver Creek Road S. 49-15-00 E. 114.57 feet to an iron pin at the westerly intersection of Lake Water Court and Silver Creek Road; thence with the said intersection S. 04-15 E. 35.36 feet to an iron pin on the northwesterly side of Lake Water Court; thence with the northwesterly side of Lake Water Court S. 40-45-00 W. 92.76 feet to an iron pin; thence continuing with said Court S. 39-12 W. 14.87 feet to an iron pin, the point of beginning.

This Mortgage is Junior to that First Mortgage given to Fidelity Federal Savings and Loan Association which is recorded in Mortgage Book 1334, at Page 123

Derivation: Deed Book 1039, Page 698 - James M. Fowler, et. al 7/16/76



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

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