GREENVILLE CO. S. C.
MAY 27 2 00 PM '77
DORRIE S. TANKERSLEY
R.M.C.

BOOK 1399 PAGE 77

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, James G. Fossett

(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

Eleven thousand two hundred three and 80/100---------- Dollars ($ 11,203.80) due and payable in sixty (60) monthly installments of $186.73 each , the first of these due and payable on July 8 , 1977 with a like amount due on the 8th day of each calendar month thereafter until entire amount of debt is paid in full .

with interest thereon from date at the rate of 11.96 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:

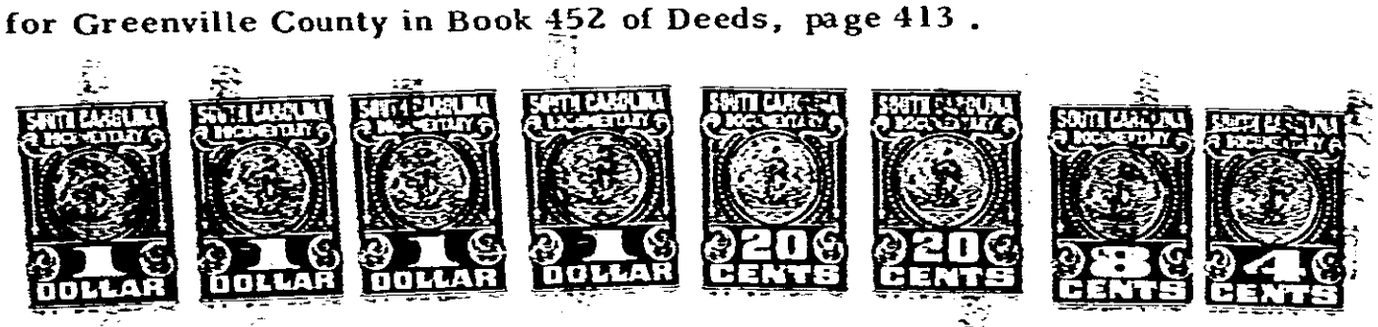
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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

All that tract of land in Greenville County , South Carolina in Grove Township just off Highway No. 29 , near Piedmont, South Carolina, being Lot No. 7 of the William W. Bryson Property , and having, according to Plat made by W. C. Adkins, November 22, 1940 , the following metes and bounds , to - wit :

BEGINNING at a stake on the Northwestern side of a surface-treated road leading off U. S. Highway No. 29 in a Southwesterly direction , and at the corner of Lot No. 8 , and running thence with the Northwestern side of said road , N. 26 1/2 E. 1 chain 72 links to corner of lot now or formerly owned by Mrs. W. C. Evans ; thence with the line of the Evans lot , N. 54 1/2 W. 2 chains 33 links to pin ; thence S. 27 1/2 W. 1 chain 9 links to stake at corner of Lot No. 8 ; thence with the line of Lot No. 8 , S. 54 1/2 E. 2 chains 30 links to the beginning corner .

Said premises being the same conveyed to James G . Fossett by deed of Tyre Alonzo Galloway dated March 7 , 1952 , recorded in the Office of RMC for Greenville County in Book 452 of Deeds, page 413 .



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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