

HORTON, DRAWDY, MARCHBANKS, ASHMEAD, CHAPMAN & BROWN, P.A. 307 PETTIGRU STREET, GREENVILLE, S.C. 29603

FILED GREENVILLE CO. S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AUG 22 11 03 AM '77

MORTGAGE OF REAL ESTATE
(CORPORATION)

DONNIE S. TANKERSEY, ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

Southern Bank & Trust Co.
Box 1329
Greenville, S. C. 29602

WHEREAS, McNeely Real Estate, Inc. -----, a corporation organized and existing under the laws of the State of South Carolina, (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, in the sum of: Six Thousand Four Hundred Twenty and No/100 -----Dollars (\$ 6,420.00--) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of / as stated in note per centum per annum, to be paid as provided for in said note; and,

DUE AND PAYABLE in 12 equal monthly installments of \$535.00 per month with the first installment being due September 15, 1977.

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 piece, parcel or lot of land, with improvements thereon, situate, lying and being at the corner of Ladson Street and Mills Avenue in the City of Greenville, County of Greenville, State of South Carolina and known and designated as Lot No. 1 on plat entitled "O. P. Mills Property" recorded in the R.M.C. Office for Greenville County in Plat Book C at Page 176 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at the corner of Ladson Street and Mills Avenue and running thence with Mills Avenue, S. 45-27 W., 65 feet; thence S. 44-33 E., with the line of Lot No. 2, 180 feet to an iron pin on an alley; thence with said alley N. 45-27 E., 65 feet to an iron pin on Ladson Street; thence, along Ladson Street N. 44-33 W., 180 feet to the beginning corner.

ALSO: 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 South side of West Mills Avenue, being shown and designated as Lot No. 3 on plat entitled "O. P. Mills Property" recorded in the R.M.C. Office for Greenville County in Plat Book C at Page 176, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of West Mills Avenue 65 feet West of Ladson Street, thence S. 44-33 E., 180 feet to a 16 foot alley; thence with the north side of said alley S. 43-27 W., 65 feet to an iron pin; thence N. 44-33 W., 180 feet to Mills Avenue; thence with Mills Avenue N. 45-27 E., 65 feet to an iron pin, the point and place of beginning.

As to Lot No. 1: This is the same property conveyed to the Mortgagor herein by deed of Ray H. Suttles recorded in the R.M.C. Office for Greenville County in Deed Book 1001 at Page 294 on the 17th day of June 1974.

As to Lot No. 3: This is the same property conveyed to the Mortgagor herein by deed of Elizabeth Lee Godfrey and Margaret Eileen Godfrey recorded in the R.M.C. Office for Greenville County in Deed Book 1000 at Page 766 on the 7th day of June, 1974.

This is a second mortgage, junior in priority to that certain mortgage given by the Mortgagor herein to Fidelity Federal Savings & Loan Association recorded in the R.M.C. Office in RE#1 Book 1341 at Page 251 on the 9th day of June, 1975.

DOCUMENTARY STAMP TAX \$ 02.60

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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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