

EDW. S. TANKERSLEY
R.H.C.
MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF Oconee }
and Greenville }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Jerry Lee Nichols,

(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

Twenty-four thousand five hundred eighty - four and 07/100 - Dollars (\$ 24,584.07) due and payable in monthly installments of \$400.00 each to be applied first to interest with balance to principal, the first of these due on Nov. 25, 1977 with a like amount due on the 25th day of each calendar month thereafter until entire amount of debt is paid in full .

with interest thereon from date at the rate of 9 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

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, in the Block Community , and being shown and more fully described as Lot # 24 of the subdivision of lands of Carl Henry Medlin, as shown on a Plat thereof recorded in Plat Book W, Page 49 , records of Oconee County, and being the identical lot of land conveyed to Jerry Lee Nichols by deed of Carl Henry Medlin, dated March 25, 1967 , and recorded in Deed Book 10-B , page 277 , records of Oconee County.

ALSO , All that certain piece, parcel or lot of land situate , lying and being in Center Township , Block School District , State of South Carolina, County of Oconee , and being known and designated as Lot # 23 on revised plat of Harold Hawkins, dated April 15, 1963 and recorded in Plat Book W, page 136, records of Oconee County, S. C. Being more particularly described as being bounded on the North by Lot # 22 , on the East by U. S. Government Hartwell Lake Land ; on the south by Lot # 24 , the same being property of the grantee herein ; and on the West by 40 foot street.

This being the identical property conveyed to the Mortgagor herein by deed of Callie Smith Medlin recorded in Deed Book 11-F , page 73 , records of Oconee County , South Carolina.

ALSO (See Attached Sheet)



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 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 otherwise dispose of 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.

4328 RV-2

0513