

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLEOCT 31 4 50 PM '77
SONNIE S. TANKERSLEY
R.M.C.MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JO H. CUDD

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY,
POST OFFICE BOX 1329, GREENVILLE, SOUTH CAROLINA 29602

(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 -----

EIGHT THOUSAND ONE HUNDRED SEVENTY-SEVEN & ^{40/100} Dollars (\$8,177.40--) due and payable
AS SET FORTH IN SAID NOTE,

SET FORTH IN SAID NOTE,

with interest thereon from DATE at the rate of / per centum per annum, to be paid: MONTHLY.

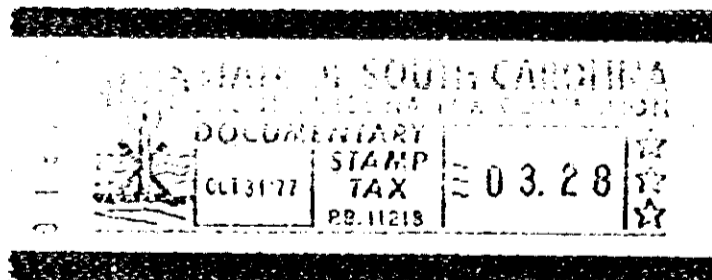
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 Greenville, on the Northeast corner of the intersection of Brook Forest Drive and Williamsburg Drive, being shown and designated as Lot No. 10 on Plat of Belle Meade, Section 2, prepared by Piedmont Engineering Service June 1954, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book EE at Pages 116 and 117, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeast side of Williamsburg Drive at the joint front corner of Lots 9 and 10 and running thence along the Northeast side of Williamsburg Drive, S. 11-33 W. 40.1 feet to an iron pin; thence along the curved line running to and with Brook Forest Drive to an iron pin (the chord of which is S. 23-03 E. 41.7 feet to an iron pin); thence along the Northeast side of Brook Forest Drive S. 55-45 E. 137.6 feet to an iron pin; thence N. 11-33 E. 127.8 feet to an iron pin at the joint rear corner of Lots 9 and 10; thence along the line of Lot 10, N. 78-27 W. 150 feet to the beginning corner.

THIS being the same property conveyed to the Mortgagor herein by a certain deed of Anthony Estee Cudd dated May 30, 1974, and thereafter filed in the RMC Office for Greenville County in Deed Book 1002 at Page 824; deed of Boyd Rodney Cudd and Jeffrey Ladison Cudd dated March 9, 1976, and filed in the RMC Office in Deed Book 1032 at Page 762. Reference is also made herein to the Estate of Boyd Estee Cudd recorded in the Probate Court for Greenville County in Apartment 1156, File No. 7.



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.