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GREENVILLE, CO. S. C.  
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PONNIE S. TANKERSLEY  
R.H.C.

BOOK 1427 PAGE 448

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE  
ALL WHOM THESE PRESENTS MAY CONCERN:

I, Robert P. Powell

WHEREAS,

(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

Three thousand five hundred ninety-four and no/100--- Dollars (\$3,594.00 ) due and payable in twenty - four monthly installments of \$149.75 each , the first of these due on May 8 , 1978 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 12.61 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 Greenville, situated on Highway # 29 , just below the Town of Piedmont, South Carolina, being known and designated as Lots Nos. 18 and 19 of subdivision known as Monticello Estates, as shown by a plat thereof , by Woodward Engineering Company dated March , 1956, recorded in the RMC Office for Greenville County in Plat Book EE, at page 169 , and having according to said plat the following metes and bounds, to wit :

Beginning at an iron pin on East Monticello Road at joint front corners of Lots 17 and 18 and running thence along the line of said lots S. 71-00 E. 180 feet to iron pin ; thence running S. 19-00 W. 148 feet to iron pin at rear corner of Lot 20 ; thence running with line of said lot , N. 71-00 W. 180 feet to iron pin on East Monticello Road ; thence running with said road N. 19-00 E. 148 feet to iron pin at point of beginning .

No residence to cost less than five thousand ( \$5,000.00 ) dollars shall be erected on any lot . No residence shall be erected on lots nearer than forty ( 40 ) feet to the front line. No outside toilets permitted and sewage to be disposed of by approved septic tanks .

This conveyance is subject to all assessments and rights-of-way of record .

This is the same property conveyed to Robert P. Powell by deed of Glenn W. Pace , dated May 17, 1977, recorded in the Office of RMC for Greenville County in Book 1057 , at page 42 .

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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 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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