

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE CO. S. C.
MORTGAGE OF REAL ESTATE
FEB 20 3 52 PM '77
TO ALL WHOM THESE PRESENTS MAY CONCERN
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, JAMES L. GREEN and ANNETTE B. GREEN

(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, the terms of which are incorporated herein by reference, in the sum of Five Thousand Nine Hundred and 76/100 - - - - -

- - - - - Dollars (\$ 5,900.76) due and payable according to the terms thereof, said note being incorporated herein by reference.

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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 Mortgagee 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.

ALL that piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot 26 of a subdivision known as Addition to Coleman Heights, according to a plat prepared by Piedmont Engineers and Architects, dated April 24, 1964, recorded in the R.M.C. Office for Greenville County in Plat Book RR at Page 161, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Terrace Road at the joint front corner of Lots 25 and 26 and running thence with the joint line of said lots S. 51-18 W. 162.8 feet to an iron pin on an alley at the joint rear corner of Lots 25 and 26; thence with the alley S. 39-21 E. 90 feet to an iron pin; thence continuing with the alley S. 50-42 E. 60 feet to an iron pin at the joint rear corner of Lots 26 and 27; thence with the joint line of said lots, N. 40-55 E. 162.1 feet to an iron pin on the southwestern side of Terrace Road; thence with the southwestern side of Terrace Road N. 47-06 W. 50 feet to an iron pin; thence continuing N. 41-12 W. 70 feet to the point of beginning.

THIS is a second mortgage junior in lien to that certain mortgage given by James L. Green and Annette B. Green to Collateral Investment Company dated May 27, 1975, and recorded in the Greenville County R.M.C. Office in Mortgage Book 1340 at Page 225 on May 28, 1975.

THIS is the identical property conveyed to the Mortgagors by Deed of Iilona B. Dunn being recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1018 at Page 971 on May 28, 1975.

MORTGAGEES ADDRESS: P. O. Box 544
Travelers Rest, South Carolina 29690

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RECEIVED
FEB 20 1977
TAX 202.40
FEE \$12.50

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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