

P. O. Box 1329
Greenville, S. C. 29602

MORTGAGE - INDIVIDUAL FORM DEEDARD & MITCHELL, P.A., GREENVILLE, S. C.

1429

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

21 1 COPIES
CONNIE S. TAN TERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, SHERYL D. WALLSMITH AND MICHAEL R. WALLSMITH

(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 Six Thousand Four Hundred Seventeen and 60/100ths -----

----- Dollars (\$ 6,417.60) due and payable as set forth in said note.

with the same from the time of recording of this mortgage until the same is paid in full.

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 situate, lying and being on the northern side of Forestdale Drive, in Greenville County, South Carolina, being shown and designated as Lot No. 6 on a plat of FORESTDALE HEIGHTS, made by R. K. Campbell, dated December, 1956, recorded in Plat Book KK at page 199 in the RMC Office for Greenville County, South Carolina, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Forestdale Drive at the joint front corner of Lots Nos. 5 and 6 and running thence N. 4-31 E., 200 feet to an iron pin; thence S. 85-29 E., 70 feet to an iron pin at the joint rear corner of Lots Nos. 6 and 7; thence with the common line of said lots, S. 4-31 W., 200 feet to an iron pin on Forestdale Drive; thence with the northern side of Forestdale Drive, N. 85-29 W., 70 feet to an iron pin, the point of beginning.

The above property is the same conveyed to the Mortgagor by deed of James Joseph Mastrian, Sr. and Catherine M. Mastrain recorded April 2, 1971 in Deed Book 912 at page 52, and by deed of Michael R. Wallsmith recorded December 2, 1977 in Deed Book 1069 at page 587 in the RMC Office for Greenville County, S. C.

This mortgage is junior in lien to a first mortgage covering the above described property given by the mortgagor to Carolina National Mortgage Investment Co., Inc., recorded in Mortgage 1185, page 401, in the original sum of \$18,350.00.

GCTD
-----3 APR 21 1978

RECORDED
APR 21 1978

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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