

FILED
GREENVILLE CO. S. C.

Mortgagee's Address:
204 Trade Street
Fountain Inn, S. C. 29644

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MAY 11 9 02 AM '78

MORTGAGE OF REAL ESTATE

BOOK 1431 PAGE 778

WYNIE S. TANKERSLEY
R.M.C.

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, H. A. THACKSTON AND D. PHILLIP BAYNES

(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 ONE HUNDRED TEN THOUSAND AND NO/100 -----

Dollars \$110,000.00 due and payable

in accordance with the terms of the Promissory Note this date executed;

with interest thereon from date at the rate of 9 1/4 per centum per annum ~~XXXXXX~~

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, Fairview Township, near the Town of Fountain Inn, and located on U.S. Highway No. 276, and according to a recent survey by Lewis Godsey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on said Highway, joint corner of property herein conveyed and property of Mrs. Hopkins and running thence with said Highway N. 47-50 W., 311.4 feet to an iron pin corner of said U.S. Highway and State Black-top Road and running thence with said State Road, N. 40-02 E. 380 feet to an iron pin corner of property conveyed and Green property; thence with the line of Green property S. 44-00 E. 484.9 feet to an iron pin in line of property of Mrs. Hopkins; thence with Hopkins line S. 77-00 W. 31 feet to an iron pin; thence continuing with said line S. 87-00 W. 239.1 feet to an iron pin; thence still with Mrs. Hopkins' line, S. 34-11 W., 154 feet to the beginning corner, containing three (3) acres.

This being the identical property conveyed to the Mortgagors herein by deed of Real Estate Fund Investment Trust which deed is to be recorded in the R.M.C. Office for Greenville County of even date herewith.

RECORDED
MAY 11 1978
GREENVILLE COUNTY S.C.
STAMP TAX \$44.00

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