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FILED
GREENVILLE CO. S. MAY 22 1978 BOOK 1432 PAGE 779

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAY 22 3 18 PM '78
JENNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ALVIN T. McCLELLAN AND NORVA J. McCLELLAN

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & 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 Eight Thousand One Hundred and No/100-----

----- Dollars (\$ 8,100.00) due and payable

in accordance with terms of note of even date herewith

including
/ ~~no~~ interest thereon from date at the rate of 12.5 A.P.R. 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

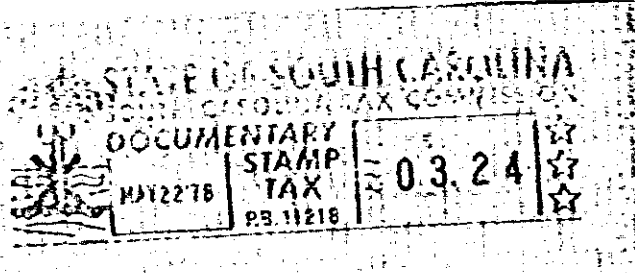
Greenville, being known and designated as Lot 50 on a plat entitled "Berea Heights", Section 3 recorded in the R.M.C. Office for Greenville County in Plat Book HHH, Page 147, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Albion Circle, at the joint front corner of Lots 49 and 50 and running thence with the southeastern side of Albion Circle N. 51-50 E., 80 feet to an iron pin at the corner of Albion Circle and Hardwick Drive; thence with the curve of said corner, the chord of which is S. 83-40 E., 28.5 feet to an iron pin on the western side of Hardwick Drive; thence with the western side of Hardwick Drive S. 39-10 E., 140 feet to an iron pin at rear corner of Lots 50 and 51; thence with the line of Lot 51 S. 50-06 W., 100 feet to an iron pin at the joint rear corner of Lots 49, 50, 51 and 52; thence with the line of Lot 49 N. 39-10 W., 162.6 feet to the beginning corner.

This is the same property conveyed to the mortgagor, Alvin T. McClellan, by deed of R. W. Jones recorded December 1, 1965, in the R.M.C. Office for Greenville County in Deed Book 787, Page 160. This is the same property conveyed to the mortgagor, Norma J. McClellan, by deed of Alvin T. McClellan, conveying one-half interest to her on November 13, 1969, said deed recorded in the R.M.C. Office for Greenville County in Deed Book 879, Page 311.

This mortgage is junior in lien to that certain mortgage executed in favor of Fidelity Federal Savings & Loan Association in the original amount of \$12,700.00 recorded in the R.M.C. Office for Greenville County in Real Estate Mortgage Book 1015, Page 308. Said mortgage having a present balance of \$8,859.26.

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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 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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