

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA GREENVILLE CO. S. C. COUNTY OF GREENVILLE

FILED 23 11 4 50 PM DONNIE S. TANKERSLEY R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MARK A. WALDROP AND JOYCE R. WALDROP

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST CO.

(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

SEVEN THOUSAND NINE HUNDRED SEVENTY FIVE AND 80/100 Dollars (\$7,975.80) 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 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, near Marietta, shown as Lot No. 27, Section II, on plat of FOREST HILLS recorded in the RMC Office for Greenville County in Plat Book 4-J at Page 55, and having, according to said plat, the following metes and bounds, to wit:

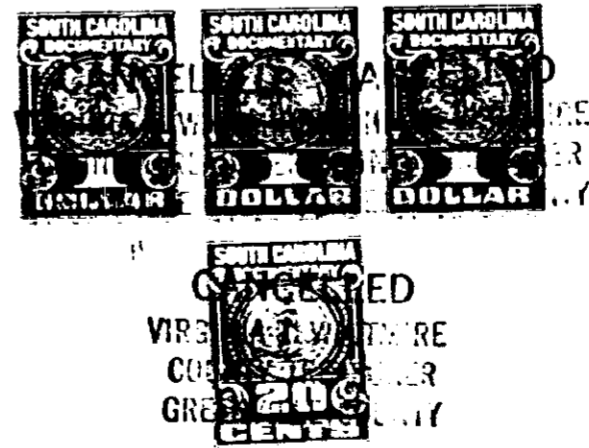
BEGINNING at an iron pin on the eastern side of South Forest Circle at the corner of Lot No. 26, and running thence with said Circle, S. 0-59 W., 40 feet to an iron pin; thence with said Circle, S. 3-13 W., 73 feet to an iron pin; thence S. 78-48 E., 407.5 feet to an iron pin; thence N. 37 E., 80 feet to an iron pin; thence N. 11-14 E., 125 feet to an iron pin; thence S. 82-23 W., 479.4 feet to the point of beginning.

THIS is a second mortgage junior in lien to that certain mortgage given by Mark A. Waldrop and Joyce R. Waldrop to Poinsett Federal Savings and Loan Association dated February 28, 1973 and recorded in the RMC Office for Greenville County in Mortgage Book 1268 at Page 452 on March 1, 1973.

THIS is the identical property conveyed to the mortgagors by Deed of Henry C. Harding Builders, Inc. being recorded in the RMC Office for Greenville County in Deed Book 983 at Page 326.

MORTGAGEE'S ADDRESS: P.O. Box 544 Travelers Rest, S.C. 29690

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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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