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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
APR 23 4 39 PM '78  
JIMMIE S. TAMMERSLEY  
R.M.C.

BOOK 1445 PAGE 814

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, SHIRLEY S. KERN

(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

TWELVE THOUSAND AND NO/100----- Dollars (\$ 12,000.00 ) due and payable

One Year from Date;

with interest thereon from Date at the rate of Nine (9%) per centum per annum, to be paid: Quarterly

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

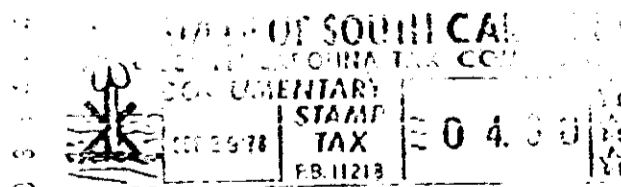
Greenville, being known and designated as Lot 63 of a subdivision known as Pebble Creek, Phase I as shown on plat thereof prepared by Enwright Associates, Engineers, dated October 1973, and recorded in the R.M.C. Office for Greenville County in Plat Book 5-D at Page 2 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Sassafras Court, joint front corner of Lots 62 and 63, and running thence along the joint line of said lots, N. 76-04 W. 249.97 feet to an iron pin on the edge of a 50-foot right-of-way for a water main and also on the edge of a 200-foot right-of-way for a Duke Power Company transmission line; thence along the southern edge of said Duke Power Company right-of-way, N. 52-56 E. 238.5 feet to an iron pin at a rear corner of Lot 64; thence along the line of that lot, S. 33-52 E. 186.14 feet to an iron pin on Sassafras Court; thence following the curvature of Sassafras Court, the chords being S. 68-38 W. 38.3 feet and S. 23-59 W. 38.7 feet, to the beginning corner.

This conveyance is subject to restrictions and covenants being recorded in the R.M.C. Office for Greenville County in Deed Vol 991 at Page 10 as well as any other restrictions, rights-of-way or easements that appear of record, on the plat referred to above or as shown on the premises.

This being the same property acquired by the Mortgagor by deed of Jerry P. LaCount and Joyce M. LaCount, dated September 29, 1978, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1088 at Page 900.

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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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