

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

FILED
GREENVILLE CO. S. C.
OCT 27 3 10 PM '78
HENRIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, R. JACK DILL

(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

Twenty-five thousand - - - - - Dollars (\$ 25,000.00) due and payable
\$1,250.00 plus interest each quarter, beginning January 27, 1979; balance
due one year from date

with interest thereon from date at the rate of 9 1/2 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:

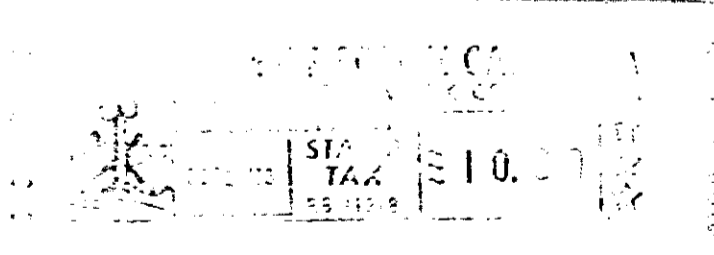
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as 1.47 Acres Gross on a Plat of Property of Lillian Ware Franklin, prepared by Jones Engineering Service, dated September 26, 1978, recorded in the RMC Office for Greenville County in Plat Book 64, at Page 34, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin in the center of Lowndes Hill Road, and running thence with the line of property of Mims, N 17-37 W, 310.1 feet; thence N 41-09 E, 74.3 feet to an old iron pin; thence N 65-48 E, 121.3 feet to an old iron pin; thence with the line of Lowndes Hill Realty Co. property, S 17-37 E, 366.8 feet to an iron pin in the center of Lowndes Hill Road; thence with said Road, S 73-20 W, 100 feet to an iron pin; thence continuing with said Road, S 74-46 W, 84.2 feet to an iron pin, the point of beginning.

This conveyance is subject to all restrictions, set back lines, roadways, zoning ordinances, easements and rights of way, if any, affecting the above property.

This is the same property conveyed to the Mortgagor herein by deed of Marcus Walker, Committee for Lillian Ware Franklin, dated October 27, 1978, to be recorded simultaneously herewith.

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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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