

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE prepared by E. Randolph Stone, Attorney at Law, 124 Broadus Avenue, Greenville, S.C. 29601

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1440 PAGE 12

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, George Walton Darby,

(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 Seventeen Thousand Five Hundred Twelve and 42/100 Dollars (\$17,512.42) due and payable as set out in said note as follows: Eighty-Four (84) monthly payments of Two Hundred Eighty-One and 61/100 Dollars each, to be applied first to interest with balance to principal, the first due December 15, 1978, with a like amount due on the 15th day of each calendar month thereafter until the entire amount is paid in full. The entire unpaid balance of principal and interest shall be due and payable on November 15, 1985.

with interest thereon from date at the rate of Nine per centum per annum, to be paid: 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 heirs, successors and assigns:

All that piece, parcel or tract of land, situate, lying and being in Grovetownship Greenville County, South Carolina, containing 3 acres, more or less, as shown on a plat of a survey "for the benefit of trustees of Rehobeth School District No. 4-E" recorded in the RMC Office for Greenville County, South Carolina, in Plat Book I at Page 145-A and having, according to said plat, the following metes and bounds:

Beginning in the center of a public road at the intersection of said road and W. S. Coward driveway and running thence along said driveway S. 28 1/4 W. 330 feet to a stake on the westerly edge of said driveway; thence along a line of property of W. S. Coward, N. 43 1/2 W. 417.7 feet to a stake; thence N. 28 1/4 E. 330 feet to the center of said public road; thence along the center of said public road, S. 42 1/4 E. 233.6 feet to an angle; thence continuing along the center of said road, S. 45 E. 184.1 feet to the beginning corner, and being the same property conveyed to George Walton Darby by Tri-City Service, Inc. by a deed dated this day and recorded herewith.

This property is subject to existing easements, restrictions and rights-of-way upon or affecting said property.

The mailing address of Southern Bank and Trust Company is: Post Office Box 1329, Greenville, South Carolina 29602.

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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 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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