

GREENVILLE CO. S. C.
JAN 14 9 56 AM '79
CONNIE S. TANKERSLEY
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

JAN 30 12 57 PM '79
CONNIE S. TANKERSLEY
R.M.C.

1-100-326
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

1457 513

WHEREAS, WE, C. STEPHEN CORNWELL and DEBORAH M. CORNWELL,

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

SIX THOUSAND SEVEN HUNDRED SIXTY-NINE & 20/100--- Dollars (\$ 6,769.20) due and payable

Per terms of note of 1/26/79 herewith.

with interest thereon from _____ at the rate of _____ 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 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, and being on the northwesterly side of Sugar Creek Lane, near the City of Greenville, State of South Carolina, being known and designated as Lot No. 130 on plat entitled "Map No. 4, Section One, Sugar Creek", as recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book 5D, Page 72, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Sugar Creek Lane, said pin being the joint front corner of Lot Nos. 129 and 130 and running thence with the common line of said lots N. 43-45-00 W. 157.48-feet to an iron pin, the joint rear corner of Lot Nos. 129 and 130; thence S. 45-16-51 W. 125.08-feet to an iron pin, the joint rear corner of Lot Nos. 130 and 131; thence with the common line of said lots S. 67-39-28 E. 183.33-feet to an iron pin on the northwesterly side of Sugar Creek Lane; thence with the northwesterly side of Sugar Creek Lane on a curve the chord of which is N. 34-17-46 E. 76.64-feet to an iron pin; thence continuing with said Lane N. 46-15-00 E. 22.81-feet to an iron pin, the point of beginning.

This being junior in lien to that certain mortgage to First Federal Savings & Loan Association as recorded in the R.M.C. Office for Greenville County in Mortgage Book 1366, at Page 471 and having an approximate balance of \$52,910.34.

This being the same property conveyed to the mortgagors by deed of Cothran & Darby Builders, Inc. as recorded in the R.M.C. Office for Greenville County in Deed Book 1035, at Page 565 on April 30, 1976.

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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 whatsoever lawfully claiming the same or any part thereof.

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