

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, DONALD L. POWELL,

(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

NINETEEN THOUSAND EIGHT HUNDRED SIXTY-FIVE & 16/100 Dollars (\$19,865.16) due and payable

Per terms of note dated March 24, 1979.

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:

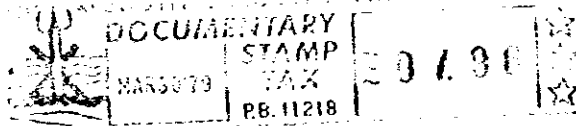
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 Northerly side of Club Drive and on the Southeasterly bank of the Saluda River, and being shown as a part of Lots 10 and 11 on a plat of the property of Greenville Motor Boat Club, Inc., made by Dalton & Neves, dated August, 1949, and showing a division of Lots 10 and 11 as made in June, 1953, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northerly side of Club Drive at a point 830-feet North of the Northeasterly corner of the intersection of Club Drive and Club Circle said pin being the joint front corner of Lot Nos. 9 and 10, and running thence along the joint line of said lots N. 1-15 E., 230.7-feet to an iron pin; thence N. 60-10 W. 240-feet to an iron pin, joint corner of Lots Nos. 10 and 11; thence continuing N. 60-10 W., 220-feet to an iron pin on the Southeasterly bank of the Saluda River; thence along the bank of said River, the traverse line S. 52-05 W., 125-feet to an iron pin; thence on a line through Lot 11 and into Lot 10 S. 68-0 E., 370-feet to an iron pin; thence along a line through Lot No. 10 S. 24-05 E., 275-feet to an iron pin on the Northerly side of Club Drive; thence along the Northerly side of Club Drive N. 79-57 E., 37.5-feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of R. O. Powell, Sr., as recorded in the R.M.C. Office for Greenville County in Deed Book 991, at Page 263 on December 27, 1973.

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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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