

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

RECORDED  
1979  
SHERLEY

1418

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

WHEREAS, I, Calixto Agustin Hernandez

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company  
Piedmont, S. C.

(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

Thirty - five thousand and no/100----- Dollars (\$ 35,000.00 ) due and payable  
in eighty - four ( 84 ) monthly payments of \$608.53 each, to be applied first to interest  
with balance to principal, the first of these due on October 8 , 1979 with a like amount due  
on the 8th day of each calendar month thereafter until entire amount of debt is paid in full.

with interest thereon from date at the rate of 11.50 per centum per annum, to be paid: monthly

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, designated as Lot No. 2 on a plat of Property  
of M. L. Frabie , prepared by C. O. Riddle, RLS, on June 12, 1969 , containing 0.96 acres,  
more or less, and having according to said plat the following courses and distances ,  
to - wit :

BEGINNING at an iron pin on the Western side of Augusta Road ( U.S. Highway No. 25)  
at the joint front corner of Lot No. 1, and running thence S. 29-37 W. 90 feet to an iron  
pin; thence S. 62-37 W. 224.4 feet to an iron pin ; thence S. 27-23 E. 133.1 feet to an iron  
pin ; thence N. 62-37 E. 300 feet to an iron pin on Augusta Road ; thence along Augusta Road  
N. 27-23 W. 182 feet to the point of beginning .

This is the same property conveyed to Calixto Agustin Hernandez by deed  
of M. L. Frabie and Anna A. Frabie , dated September 22, 1971 , recorded in the Office  
of R.M.C. for Greenville County in Deed Book 925, Page 556.

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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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