

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

DEC 13 4 11 PM '78
MORTGAGE OF REAL ESTATE

BOOK 1491 PAGE 149

DONNIE STANKERSLEY
R.M.C. THESE PRESENTS MAY CONCERN:

WHEREAS, we, Ben Lee Bailey and Mary Katherine Bailey,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company, Fountain Inn, South Carolina,

(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 Five thousand and No/100-----

----- Dollars (\$ 5,000.00) due and payable in sixty (60) monthly installments of \$120.68 commencing on November 15, 1978 and on the 15th of each month thereafter with said payment above stated to include principal, interest, credit life insurance and documentary stamps in the amounts reflected on the Note with interest thereon from ^{due} date at the rate of nine per centum per annum, to be paid: on demand.

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, lying, being and situated on the Southern side of Heritage Drive containing 2.47 acres, and being known as Tract 15 of Heritage Estates reflected on plat made by J. L. Montgomery III, R.L.S., dated January 31, 1978, said plat being recorded in the R.M.C. Office for Greenville County, and being more fully described in accordance with said plat, to-wit:

BEGINNING at an iron pin on the Southern side of Heritage Dr., joint front corner with Lots 13 and 15, and running thence S. 6-45 E. 530.5 feet to iron pin; thence N. 60-27 W. 421.7 feet to iron pin; thence N. 30-38 E. 320.14 feet to iron pin; thence N. 46-40 E. 40 feet to iron pin; thence N. 81-45 E. 113.17 feet to iron pin, being the point of beginning.

This is the identical property conveyed of even date herewith to the mortgagors by deed of Melvin K. Younts to be recorded in the R.M.C. Office for Greenville County prior to the recording of this mortgage.

GC10 ----- DE 13 79 1147

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP
\$ 2.00

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of 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 such 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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