

P. O. Box 1329
Greenville, S. C. 29602

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200: 1-196 367

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ERSLEY

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

WHEREAS, I, JAMES M. HENDERSON, JR.

(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 EIGHT THOUSAND and No/100-----

Dollars (\$ 8,000.00) due and payable

according to the terms of the note of even date for which this mortgage stands as security

with interest thereon from date at the rate of 15 1/2% per centum per annum, to be paid: quarterly

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, on the northwestern side of Melville Avenue, being known and designated as Lot No. 19 of a subdivision known as ABERDEEN HIGHLANDS, according to a plat thereof recorded in the RMC Office for Greenville County in Plat Book M at Page 37, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Melville Avenue, at the corner of Lot No. 18, which point is 335 feet northeast of the point where the northwest side of Melville Avenue intersects with the north side of West Faris Road, and running thence along the northwest side of Melville Avenue, N. 81-58 E. 70 feet to an iron pin at the corner of Lot No. 20; thence along the line of said Lot 20, N. 35-25 W. 195.5 feet to an iron pin at the rear corner of said lot; thence S. 51-31 W. 100 feet to an iron pin at the rear corner of Lot No. 18; thence along the line of that lot, S. 44-34 E. 196.3 feet to the beginning corner.

This is the same property conveyed to the mortgagor by deed of Richard Curtis Phipps and Carolyn J. Phipps, dated May 19, 1978, and recorded that same date in Greenville County Deed Book 1079 at Page 546.

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STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
RECORDED

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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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