

NET PROCEEDS OF LOAN \$5,125.00

BOOK 1438 PAGE 201

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
FILED
REC'D
MAR 17 4 08 PM '80
S. C.
MORTGAGE OF REAL ESTATE
ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, D. C. VAN DIEST

(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 FIVE THOUSAND THREE HUNDRED THIRTY FIVE AND 46/100-----Dollars (\$ 5,335.46) due and payable

IN ACCORDANCE WITH NOTE THIS DATE SIGNED

with interest thereon from date 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, being known and designated as Lot No. 110 as shown on plat entitled "Belmont Heights, Greenville, SC, Section Two" prepared by C. C. Jones, Engineer, December, 1954, and recorded in the RMC Office for Greenville County in Plat Book GG, Page 99, and having according to a more recent plat prepared by Piedmont Engineering Service, dated January 23, 1956, entitled "Property of Robert J. Hardcastle," the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Melvin Drive joint front corner of Lots 109 and 110 and running thence with the line of Lot 109 S. 58-00 E., 157.8 feet to an iron pin in the rear line of Lot 123; thence with the rear line of Lots 123 and 122, S. 27-35 W., 84.2 feet to an iron pin, joint rear corner of Lots 110 and 111; thence with the line of Lot 111, N. 53-13 W., 168.2 feet to an iron pin on the southeastern side of Melvin Drive; thence with the southeastern side of Melvin Drive N. 34-42 E., 70 feet to the point of beginning.

This is the identical property conveyed to the mortgagor by deed of Paulette Murphy as recorded in the RMC Office for Greenville County in Deed Book 1155, Page 546 recorded 11/13/79.

This mortgage is second and junior in lien to that certain mortgage held by Cameron-Brown Company as recorded in the RMC Office for Greenville County in Mortgage Book 1414, Page 347 recorded 10/31/77 in the original amount of \$20,200.00.

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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 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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