

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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WILLIAMSLEY

REC: 1501 PAGE 667

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

WHEREAS, ROBERT M. JOHNSON AND EDDIE RUTH M. JOHNSON

(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 Six Thousand Eight Hundred Twenty Three and 80/100-----

Dollars (\$ 6,823.80) due and payable

in accordance with terms of note of even date herewith

including
/ with interest thereon from date at the rate of 17.99 aprper 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, on the western side of Whiller Drive, being known and designated as Lot No. 26 and a portion of Lot No. 25 on a plat of Park Lane Terrace made by Pickell & Pickell, Engineers, dated October, 1957, recorded in the R.M.C. Office for Greenville County in Plat Book MM, Page 47 and having, according to a more recent survey thereof, entitled Property of Robert M. Johnson and Eddie Ruth Johnson, made by Freeland and Associates dated November 25, 1974, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Whiller Drive, at the joint front corner of Lots Nos. 25 and 26 and running thence along a new line through Lot 25 S. 80-39 W., 166.2 feet to an iron pin on the eastern side of Tower Drive; thence along the eastern side of Tower Drive S. 21-24 E., 84.2 feet to an iron pin; thence along the common line of Lots Nos. 26 and 27 N. 87-16 E., 150.4 feet to an iron pin on the western side of Whiller Drive; thence along the western side of Whiller Drive N. 2-44 W., 50.0 feet to an iron pin; thence continuing along said Drive N. 15-44 W., 50.0 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors by deed of Elbert J. Giles and Phylliss A. Giles recorded in the R.M.C. Office for Greenville County on December 13, 1974, in Deed Book 1011, Page 669.

This mortgage is junior in lien to that certain mortgage executed in favor of Collateral Investment Company in the original amount of \$22,250.00 recorded in the R.M.C. Office for Greenville County on December 13, 1974, in Real Estate Mortgage Book 1329, Page 490.

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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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