

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

S. C. MORTGAGE OF REAL ESTATE

BOOK 1509 PAGE 247

ALL WHOM THESE PRESENTS MAY CONCERN:

MOSELEY

WHEREAS, ROBERT J. GAINES and DERRELL R. GAINES

(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 **Thirty-five Thousand, One Hundred Eighty-five and 68/100** Dollars (\$ 35,185.68) due and payable

in 72 equal monthly payments of Four Hundred Eight-eight and 69/100 Dollars (\$488.69), beginning September 15, 1980, and continuing each month until paid in full.

with interest thereon from date at the rate of 12.00 APR 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, and being on the Northern side of Pine Ridge Drive, in Gantt Township, being shown and designated as Lot No. thirty (30) and the rear portion of Lot No. two (2) on Plat 1, Section 2, of MAP OF FRESH MEADOW FARMS MADE FOR L. A. MOSELEY AND C. HENRY BRANYON, by Madison H. Woodward, R.E., dated May 21, 1945, recorded in the R.M.C. Office of Greenville County, S. C. in Plat Book "S", at Page 61; and being more particularly described on a plat of PROPERTY OF ROBERT J. GAINES AND DERRELL R. GAINES, made by R. K. Campbell, Engineer, dated 10th July, 1965, recorded in the R.M.C. Office of Greenville County, S. C. in Plat Book "KKK", at Page 93, reference to said plat being craved for a complete and detailed description thereof.

This property is conveyed subject to any and all restrictions, covenants, conditions, zoning ordinances, rights-of-way and easements affecting said land.

This being the same property conveyed to the Mortgagors herein by deed of L. A. Moseley, dated August 18, 1965 and recorded August 19, 1965, in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 780 at Page 361.

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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 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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