

Mortgagee's mailing address: P.O. Box 1329, Greenville, S.C. 29602 **FORM 1510 PAGE 565**

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

RECORDED
GREENVILLE S.C. MORTGAGE OF REAL ESTATE
AUG 11 2 24 PM '80
SOUTH CAROLINA
SHERSLEY

WHEREAS, George E. Biediger

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Co.

(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

Ten Thousand Five Hundred and No/100----- Dollars (\$10,500.00) due and payable

if not sooner paid, on August 20, 1987.

with interest thereon from September 20, 1980 at the rate of twelve (12%) per centum per annum, to be paid: in equal monthly installments of principal and interest of One Hundred Eighty Five and 36/100 (\$185.36) Dollars, commencing September 20, 1980.

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

ALL that certain piece, parcel or lot of land lying situate and being in the State of South Carolina, County of Greenville, being a portion of Lot 1, as shown on plat entitled "Property of Mr. Rick Fairbanks", recorded in the RMC Office for Greenville County in Plat Book 6-M at Page 96, and being shown more particularly on a more recent plat entitled "Property Survey for George Biediger, 2.00 Acres Formerly a Part of Lot No. 1, Rick Fairbanks Property", prepared by Arbor Engineering, dated April 30, 1980, and recorded in the RMC Office for Greenville County on May 8, 1980, in Plat Book 7Y at Page 16, and having, according to said more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of an unnamed private road, which runs from Phillips Trail through said Rick Fairbanks property, and running thence N. 80-23 W. 20 feet to an iron pin; thence N. 3-06 E. 118.84 feet to an iron pin; thence N. 3-08 W. 103.68 feet to an iron pin; thence N. 0-47 E. 74.28 feet to an iron pin; thence N. 9-11 E. 249.23 feet to an iron pin; thence S. 78-50 E. 464.46 feet to an iron pin on the edge of the aforesaid unnamed private roadway; thence along the edge of said roadway, S. 43-55 W. 55.95 feet to an iron pin; thence continuing along the edge of said roadway, S. 52-19 W. 49.16 feet to an iron pin; thence continuing along the edge of said roadway, S. 69-43 W. 126.11 feet to an iron pin; thence continuing along the edge of said roadway, S. 65-28 W. 75.39 feet to an iron pin; thence continuing along the edge of said roadway, S. 52-05 W. 41.02 feet to an iron pin; thence continuing along the edge of said roadway, S. 76-41 W. 39.18 feet to an iron pin; thence continuing along the edge of said roadway, N. 81-40 W. 97.09 feet to an iron pin; thence continuing along the edge of said roadway, S. 76-54 W. 19.60 feet to an iron pin; thence continuing along the edge of said roadway, S. 54-27 W. 18.03 feet to an iron pin; thence continuing along the edge of said roadway, S. 25-53 W. 25.68 feet to an iron pin; thence continuing along the edge of said roadway, S. 0-47 W. 26.41 feet to an iron pin; thence continuing along the edge of said roadway, S. 3-08 E. 102.90 feet to an iron pin; thence continuing along the edge of said roadway, S. 3-06 W. 123.38 feet to an iron pin, being the point of beginning.

(continued on back)

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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