

1516-277

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

FILED

CO. S. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEP 17 10 42 AM '80

WHEREAS, JOHNNY M. BANKS, SR. DONNIE S. BANKERSLEY

(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 Thirteen Thousand Seven Hundred Thirteen and No/100-----

Dollars (\$ 13,713.00) due and payable

in monthly installments of One Hundred Sixty-Three and 25/100(\$163.25) Dollars per month commencing October 15, 1980 and One Hundred Sixty Three and 25/100(\$163.25) Dollars on the fifteenth day of each and every month thereafter until paid in full.

including

interest thereon from date hereof at the rate of Fifteen(15) per centum per annum, to be paid: Monthly.

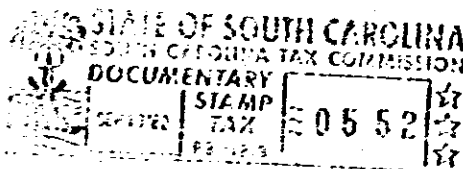
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, in Saluda Township, containing 2.04 acres, more or less, as is more fully shown on a plat of Property of Agnes C. Burns dated September 29, 1969, prepared by Terry T. Dill, Reg. C.E. and L.S. and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Burns Road at the corner of Property of W.R. Trammell and running thence with the center of Burns Road, the following courses and distances, to-wit: S. 68-21 E. 100 feet to a nail and cap; S. 56-56 E. 200 feet to a nail and cap; S. 67-26 E. 150 feet to a nail and cap at the corner of other property of Agnes C. Burns and running thence with the line of Agnes C. Burns, S. 22-28 W. 402 feet to an iron pin and running thence along the line of property of W. R. Trammell, N. 23-00 W. 626.5 feet to the point of beginning.

Derivation: George Banks and Shelby Jean Banks, Deed Book 1133, Page 632, recorded September 17, 1980.



Together with all and singular rights, members, benefits, 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 Mortgagee covenants that it is lawfully seized of the premises hereinafore described in fee simple absolute, that it has good right and is lawfully a seized 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons who may lawfully claim the same, in any part thereof.

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