

George N. Funderburk, Attorney

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OCT 3 10 59 AM '80
DONN L. FUNKER
R.M.C.

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Anne C. Funderburk

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company, a South Carolina Corporation,

(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

Twenty Thousand and No/100 ----- Dollars (\$ 20,000.00) due and payable

Six (6) months from date

with interest thereon from at the rate of 14 per centum per annum, to be paid: at maturity

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, State of South Carolina, being shown and designated as Lot No. 41 on a plat entitled, "Collins Creek Section One", dated July 30, 1979, prepared by C. O. Riddle, Surveyor, recorded in the RMC Office for Greenville County, S. C., in Plat Book 7-C, page 56, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same conveyed to C. Sapp Funderburk, Jr. and Anne C. Funderburk by deed of Collins Creek, Inc. recorded April 3, 1980 in Deed Book 1123, page 368 and to Anne C. Funderburk by deed of C. Sapp Funderburk, Jr. recorded May 1, 1980 in Deed Book 1124, page 966, RMC Office for Greenville County, S. C., and is subject to all easements, conditions, covenants, setback lines appearing of record and actually existing upon the ground affecting said property.

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710

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
SEP 22 80
STAMP
TAX
\$ 8.00

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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