

LAW OFFICES OF
MORTGAGE OF REAL ESTATE

LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

BOOK 1326 PAGE 748

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

FILED
CO. S. C.

WHEREAS, Eugene C. Billingsley

(hereinafter referred to as Mortgagor) is well and truly indebted to 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

Ten thousand and 00/100-----Dollars (\$ 10,000.00) due and payable

in full ninety (90) days from date

with interest thereon from date at the rate of 18 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, the Mortgagee's heirs, 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, being known and designated as Lot Nos. 72 and 73 of Conestee as shown on a plat thereof made by Madison H. Woodward, Engineer, said plat being of record in the RMC Office for Greenville County, South Carolina, in Plat Book Y, at page 121, said lots having the following metes and bounds:

Lot No. 72:

Beginning at an iron pin on Seventh Street and running thence along Seventh Street, S. 42-14 W. 104.4 feet to an iron pin; thence S. 68-32 E. 277.1 feet to C. I. Monument; thence N. 15-23 E. 7.3 feet to an iron pin at back corner of Lot No. 73; thence along line of said Lot 73, N. 47-46 W. 256.5 feet to point of beginning.

Lot No. 73:

Beginning at an iron pin on Seventh Street at joint front corner of Lots 72 and 73 and running thence along the line of said Lot 72, S. 47-46 E. 256.5 feet to an iron pin; thence N. 15-23 E. 67.2 feet to an iron pin at back corner of Lot No. 74; thence along line of said Lot No. 74, N. 47-46 W. 226 feet to an iron pin on Seventh Street; thence with Seventh Street S. 42-14 W. 60 feet to an iron pin, the point of beginning.

This is the same property conveyed to Dr. J. C. Billingsley by deed of Cora L. Green recorded in the RMC Office for Greenville County in Deed Book 487 at page 256 on October 19, 1953. Dr. J. C. Billingsley died intestate on September 19, 1963 leaving as his sole heirs at law Lillie Billingsley, Fred Billingsley and Gene Billingsley. The estate of Dr. J. C. Billingsley is filed for record in the Probate Court for Greenville County in Apartment 843, File 20. Subsequently, Lillie A. Billingsley died testate on January 21, 1979 devising by her Last Will and Testament her interest in the above described property to Eugene Claude Billingsley. The estate of Lillie A. Billingsley is filed for record in the Probate Court for Greenville County in Apartment 1544, File 20. James Fred Billingsley conveyed his interest in the above described property to Eugene C. Billingsley by deed recorded in said RMC Office in Deed Book 1338 at page 516 on December 5, 1980. In addition, see deed from Azalee Johnson Billingsley, also known as Azalee Johnson Sallas Rector, to Lillie Anderson Billingsley, James Fred Billingsley and Eugene Billingsley recorded in the RMC Office for Greenville County in Deed Book 745 at page 309 on March 27, 1964.

The mortgagee's address is: PO Box 544, Travelers Rest, SC 29690

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 is 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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