

1539 374

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED  
GREENVILLE S.C.  
APR 21 10 09 AM '81  
MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James W. Fayssoux <sup>SONN</sup> <sup>AMERSLEY</sup>

(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 Twenty Five Thousand and No/100

Dollars (\$ 25,000.00 ) due and payable

AS STATED IN NOTE OF EVEN DATE.

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ 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, 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, Gantt Township, being a part of lot carved out of the center of the same lot of land that was conveyed to Tom Reid by deed from E. C. McNabb October 7, 1949, recorded in the Office of the RMC for Greenville County in Deed Book 393 at Page 220, the same being a part of Tract No. 12 as shown on plat of property of E. A. Smythe, et al, made by Dalton & Neves, said plat being recorded in Plat Book "D", at Page 170, and having the following courses and distances, to-wit:

BEGINNING on a stake or iron pin in or on the west side of Dempsey Street, joint corner of the lot previously conveyed by Tom Reid to Mr. Freeman, and runs thence N. 71-04 W. 242 feet, more or less, to a stake on the old line in the branch; thence up the branch as the line 100 feet, more or less, to a stake on the northern line of the tract conveyed to Tom Reid; thence with this line, S. 71-04 E. 242 feet, more or less, to a stake in or on the west side of Dempsey Street; thence with Dempsey Street 100 feet to the beginning corner.

This being the same property acquired by the Mortgagor by deed of Joe Reid and Grace Ellen Reid of even date to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS:

306 E. North St.  
Greenville, S.C.

5070 --- 1 APR 27 PM 1981 807

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.

0374

4328 RV-2