

MORTGAGE OF REAL ESTATE -

ECO 1560 PAGE 749

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } MORTGAGE OF REAL ESTATE

FILED
CO. S. C.
DEC 30 3 37 PM '81
JANNERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James D. Garrett and Bobbie Jean Garrett

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

(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 Eighteen Thousand One Hundred Twenty-nine and 72/100-----
-----Dollars (\$18,129.72) due and payable

January 1, 1989

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, 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, lying and being situate in Saluda Township. Containing 1.0 acres, more or less, and being more particularly described as follows:

BEGINNING at a point along an unnamed county road, iron pin being corner of Arthur Grahl and Ethel Hall Gilliland property; thence along said county road N. 23-54 W. 47.0 feet to an iron pin; thence N. 57-00 W. 320 feet to an iron pin; thence N. 29-51 W. 175 feet to an iron pin; thence S. 59-59 W. 150.7 feet to an iron pin on J. P. Stevens Company line; thence with said property line S. 29-45 E. 250.0 feet to an iron pin corner of Arthur Grahl property; thence with said property N. 49-03 E. 149.1 feet to an iron pin; thence continuing with said property S. 57-00 E. 320 feet to point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Marie G. Stephens, dated December 9, 1981, and recorded in the RMC Office for Greenville County at Deed Book 1159, page 716.

The Mortgagor herein does hereby covenant and represent unto the said Mortgagee, its successors and assigns, that he is fully seized in fee of the property above-described, and that the property is free from all encumbrances except a mortgage to Jim Walter Homes, Inc., recorded in the RMC Office for Greenville County at REM Book 1336, page 861.

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STATE OF SOUTH CAROLINA
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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 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 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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