LAW OFFICES OF LATHAN, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

FILED
GREENVILLE CO. S. C.
APR 14 1 54 PM '83
DONNIE S. TANKERSLEY
R.M.C

BOOK 1092 PAGE 63

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Jesse E. Roberts

(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 Three Thousand and No/100---------- Dollars ($ 3,000.00) due and payable

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference thereto.

~~with interest thereon from~~ ~~at the rate of~~ ~~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, near Marietta, and being shown and designated on a survey for Ellen Mosteller Smith prepared by W. R. Williams, Jr., on July 22, 1977, and containing 1.03 acres, more or less, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Hart Cut Road located on a bridge on said road, joint front corner property belonging to Sloan; thence with the center of Hart Cut Road, S.36-00 W. 155 feet to a nail and cap; thence continuing with said center of Hart Cut Road, S.37-37 W. 77 feet to a nail and cap; thence N.66-25 W. 140.6 feet to an iron pin; thence continuing with the line of Mosteller, N.11-10 E. 225.7 feet to an iron pin in a railroad bed; thence with the middle of the old railroad bed, S.75-34 E. 86.6 feet to an iron pin; thence continuing with the railroad bed, S.69-11 E. 88 feet to an iron pin; thence continuing with said railroad bed, S.55-27 E. 69 feet to a nail and cap in the center of Hart Cut Road, which is the beginning corner.

THIS is the same property as that conveyed to the Mortgagor herein by deed from Kenneth R. Mosteller and Bobbie C. Mosteller recorded in the RMC Office for Greenville County in Deed Book 1078 at Page 271 on May 2, 1978.

THE mailing address of the Mortgagee herein is P. O. Box 544, Travelers Rest, S. C. 29690.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
APR 14 '83 | 01.20 | R.D. 11213

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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