

MARCHBANKS, CHAPMAN, & HARTER, P.A. 111 TOY STREET, GREENVILLE, S.C. 29603

MORTGAGE OF REAL ESTATE

Mortgagor's address: P. O. Box 1429

Greenville, S.C.

29602

GREENVILE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

1/10/68 '68

MORTGAGE OF REAL ESTATE #1622 and 120

TO ALL WHOM THESE PRESENTS MAY CONCERN

B.P.

WHEREAS, Bobby Joe Johnson and Clara Johnson

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

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Eleven Thousand Four Hundred Seventy-Seven and 64/100----- Dollars \$ 11,477.64 due and payable

as per terms of note of even date

at interest thereon from date at the rate of 14% per annum, to be paid monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs or for any other purpose.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the above-stated indebtedness, the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee, it is agreed for the parties made parties to his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the mortgage whereof is herein established, has created, 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, etc. of land with all improvements thereon, or thereunto annexed thereto, white, lying and being in the State of South Carolina, County of Greenville, known as Lot 46 of Coleman Heights, recorded in Plat Book KK at Page 29, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Alta Vista Circle at the corner of lot 47, thence N. 11-54 W., 210 feet to an iron pin; thence N. 68 E., 90 feet to an iron pin on the southwestern side of alley; thence with the alley 78 feet to an iron pin, thence S. 68 W. 203.5 feet to an iron pin; thence S. 1-20 E., 295 feet to an iron pin on Alta Vista Circle; thence along the northern side of Alta Vista Circle, S. 64-17 E., 200 feet to the point of beginning.

This being the identical property conveyed unto Bobby Joe Johnson and Clara Johnson herein by deed of Marion S. Gilbert, dated January 13, 1962, and duly recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 690 at Page 343.

This mortgage is second and junior in priority to that certain mortgage given by the Mortgagors herein to Travelers Rest Federal Savings & Loan Association dated January 13, 1962, and recorded January 16, 1962, in Mortgage Book 379 at Page 314 in the R.M.C. Office for Greenville County.

Together with all and singular rights, members, tenements, 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 Mortgagee 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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