BOOK 1078 PAGE 167

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ERN:

· WHEREAS,

We, James L. Rosemond and Annie Lois M. Rosemond

(hereinafter referred to as Mortgagor) is well and truly indebted un to Southern Bank and Trust compa Piedmont, S. C.

(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 Fourteen thousand two hundred fifty and no/100----
Dollars (\$ 14,250.00) due and payable

on demand.

with interest thereon from date at the rate of

per centum per annum, to be paid:

in advance

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, Oneal Township, near Jubilee Baptist Church, lying on the northwest side of the Rutherford Road, and being a part of two lots conveyed to Ernest Mack by deeds: 1, Deed from J. H. Payne, December 16th, 1921, recorded in R. M. C. Office for Greenville County in Deed Book 74 at page 184 and 2, Deed from Alex Brookshire, Et al, October 8th, 1946, recorded in said R. M. C. Office in Deed Book 300 at page 245, and having the following courses and distances, to wit:

Beginning on a nail and cap in the said Rutherford Road, joint corner of the two lots, and runs thence with the Rutherford Road N. 53 - 15 E. 50 feet to a nail and cap; thence a new line N. 63-45 W. 200 feet to an iron pin; thence S. 51 - 45 W. 100 feet to an iron pin; thence S. 64-00 E. 200 feet to a nail and cap in the said road (iron pin back on line at 31 feet); thence with the said road N. 50' - 30 E. 50 feet to the beginning corner, containing Forty-one One-hundredths (0.41) of one acre, more or less.

This is the same property conveyed to grantors by deed of Ernest Mack, deed dated February 9, 1963, recorded in the R.M.C. Office for Greenville County in Book 718 of Deeds, Page 536.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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.

PAID IN FOUL & SATISIFIED, this May of Southern Bank and Trust Company Greenwille, South Cambins

BATURARIO JATO GAROTICO