

GREENVILLE CO. S.C.

BOOK 1204 PAGE 111

STATE OF SOUTH CAROLINA

AUG 26 3 04 PM '71

COUNTY OF Greenville FARNSWORTH R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Annie Mae Lyda, Carole L. Meyer, Beryl L. Rumfelt and Barry Bruce Lyda (hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company, (Fountain Inn, S. C., Branch)

(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 Forty-Five Hundred Nineteen & 80/100 - - - Dollars (\$ 4,519.80) due and payable

as follows: Payable in 36 equal successive installments monthly of \$125.55 each, beginning October 8, 1971 and continuing thereafter on the 8th day of each month, \$125.55, until paid in full.

with interest thereon from date at the rate of 8 maturity per centum 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 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 (\$300) 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: our whole and entire undivided interest in and to

"ALL that certain place, 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, Town of Fountain Inn, in Woodside Mill Village, and being more particularly described as Lot 31 as shown on a plat entitled "A subdivision of Woodside Mills Fountain Inn, S. C.", made by Piedmont Engineering Service, Greenville, S. C., October 1952, and recorded in the Office of the R. M. C. for said Greenville County, S. C., in Plat Book BB, Page 83, according to said plat said lot is also known as No. 17 Third Street and fronts thereon 53 feet, bounded by Lots Nos. 30 & 32, Third Street and an alley in the rear, being 53 feet wide on same. Being the same lot conveyed to Beaty L. Lyda and Annie Mae S. Lyda by deed of Woodside Mills on the 15th day of December 1952 duly recorded in the said R. M. C. Office. The said Beaty L. Lyda departed this life, intestate, in Greenville County, S. C., on or about the 17th day of November 1963.

STATE OF South Carolina COUNTY OF Greenville

PROBATE

Personally appeared before me, a Notary Public, the undersigned witness and made oath that he saw the within named Barry Bruce Lyda, one of the mortgagors, sign, seal and as his act and deed deliver the within written instrument and that he with the other witness subscribed on the opposite side hereof, witnessed the execution thereof.

SWORN to before me this 20th day of August, A. D. 1971. [Signature] (SEAL) Notary Public for South Carolina My commission expires 2-13-79

[Signature]

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 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.