

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

Book 25 Page 1177  
WAYNE S. MULLINAX  
BY

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Calvin W. Marchbanks and Ann W. Marchbanks,

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Southern Bank & Trust Company, Greenville, S. C., its successors and assigns forever,

(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 Four-Thousand Seven-Hundred Twenty-One and 28/100

Dollars (\$ 4,721.28 ) due and payable in 48 monthly installments of \$98.36, said monthly installments beginning on April 22, 1974, and continuing each and every month thereafter until paid in full,

with interest thereon from date / (included in payments) at the rate of 7% 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 (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at an i 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, located near Milford Church, being shown and designated as Lots 1 and 2 on a plat of property of W. E. Bannister being duly recorded in Plat Book MM at page 25 in the R.M.C. Office for Greenville County, and according to said plat has the following courses and distances:

BEGINNING at the joint front corner of Lot No. 1 and intersection of Milford Church Road and Joan Street and running thence along Milford Church Road S. 83-03 W. 303.4 feet, thence N. 16-50 W. 300 feet, thence N. 83-03 E. 301.9 feet, thence along Joan Street S. 17-10 E. 300 feet to the point of beginning.

Exception, however, a distance between the front corner of lots nos. 2 and 3 45 feet on the front of lot no. 2 and running at a direct angle to the joint rear corners of the dividing line between lots nos. 2 and 3.

The above described lots are restricted to a single dwelling having a minimum of 1400 sq. feet living space and is subject to a 80 foot set-back from Joan Drive or Milford Church Road.

Being same as conveyed to the mortgagors herein by deed from Wayne D. Mullinax and Charlotte B. Mullinax, to be recorded herewith.



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 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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