

MORTGAGE OF REAL ESTATE—Offices of KENDRICK, STEPHENSON & JOHNSON, Attorneys at Law, Greenville, S. C. 8007 1349 PAGE 538

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.
SEP 25 4 08 PM '77
DONNE S. TANKERSLEY
R.M.C.

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

WHEREAS, O. NEWELL EASTLAND and H. B. TOMLIN, JR.,

(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 Fifty Thousand and No/100 Dollars-----

----- Dollars (\$ 50,000.00) due and payable

as set forth in note of even date herewith

with interest thereon from _____ date at the rate of 9 1/4 per centum per annum, to be paid: with principal

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, 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, City of Greenville, lying and being on the southerly side of Rhett Street, and having according to a survey entitled Property of O. Newell Eastland and H. B. Tomlin, Jr., recorded in the RMC Office for Greenville County, South Carolina, in Plat Book DDD, page 127, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Rhett Street, said pin being located 86 feet east of the southeasterly corner of the intersection of Rhett Street and Wardlaw Street, and running thence with the line of the Ferguson property S. 18-33 E. 160 feet to an iron pin on the northerly side of a 10 foot alley; thence turning and running along the northerly side of said Alley N. 71-30 E. 64.5 feet to an iron pin on the line of the Park property; thence turning and running with the line of said property N. 18-33 W. 160 feet to an iron pin on the southerly side of Rhett Street; thence turning and running along the southerly side of Rhett Street S. 71-30 W. 64.5 feet to the point of beginning.

Parcel No. 2: All that certain lot of land with the buildings and improvements thereon, lying in the State of South Carolina, County of Greenville, City of Greenville, at the southeastern corner of the intersection of Wardlaw Street and Rhett Street, and being shown on a plat entitled Property Of O. Newell Eastland and H. B. Tomlin, Jr., prepared by R. K. Campbell on November 20, 1965, and recorded in the RMC Office for Greenville County, South Carolina, In Plat Book LLL, at page 91, and being further described as follows:

BEGINNING at an iron pin on the eastern side of Wardlaw Street, at the corner of the subject property and the northern side of a 10 foot alley, and running thence along Wardlaw Street N. 18-37 W. 160 feet to an iron pin at the southeastern corner of the intersection of Wardlaw Street and Rhett Street; thence along Rhett Street N. 71-30 E. 86 feet to an iron pin; thence S. 18-33 E. 160 feet to an iron pin on the northern side of a 10 foot alley; thence along the said 10 foot alley S. 71-28 W. 81 feet to the point of beginning.



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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