

GREENVILLE, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUL 12 2 46 PM '76
DONALD S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

BOOK 1372 PAGE 523

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ROBERT L. NELSON

(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 **FIVE THOUSAND SIX HUNDRED SEVENTY NINE AND 36/100THS** Dollars (\$ 5,679.36) due and payable

in accordance with the terms of the note of even date herewith;

with interest thereon from date at the rate of _____ per centum per annum, to be paid:

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, being known and designated as Lot No. 138 on plat of Property of Chestnut Hills recorded in the R. M. C. Office for Greenville County in Plat Book GG, at page 35, and being more particularly shown on plat of Property of Robert L. Nelson, dated February 15, 1955, prepared by R. K. Campbell, Surveyor, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Sequoia Drive at the joint front corner of Lots 137 and 138, and running thence along Sequoia Drive, S 70-34 E 70 feet to an iron pin; joint front corner of Lots 138 and 139, which iron pin is 548.2 feet west of Farmington Road; thence along the joint line of Lots 138 and 139, S 16-36 W 195.5 feet to an iron pin at joint rear corner of Lots 138 and 139; thence along the rear line of Lot No. 138, N 88-18 W 83.5 feet to an iron pin at rear corner of Lot 138; thence turning and running N 19-26 E 220.8 feet to an iron pin on Sequoia Drive, the point of beginning.

This is the same property conveyed to the Mortgagor herein by Chestnut Hills, Inc., by deed dated February 23, 1955, and recorded in the R. M. C. Office in Deed Book 519, at page 275.

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Together with all and singular rights, members, hereditaments, 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.

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