

SOUTHERN BANK & TRUST
E. NORTH STREET
GREENVILLE, S. C. 29601

FILED
GREENVILLE CO. S. C.

BOOK 1378 PAGE 805

SEP 24 4 35 PM '75

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CLARENCE WILTON FUNK

(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 -----

TEN THOUSAND TWO HUNDRED SIXTY AND NO/100THS -Dollars (\$10,260.00--) due and payable

AS SET FORTH IN SAID NOTE,

SET FORTH IN SAID NOTE

with interest thereon from DATE at the rate of / ~~XXXXXXXXXXXX~~ 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 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, and being shown and designated as Lot No. 41 according to a plat of Oakville Farms by C. C. Jones, dated August, 1941, recorded in the RMC Office for Greenville County in Plat Book N at Page 15 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western edge of a 30 foot road at the joint front corner of Lots 40 and 41 and running thence with the joint lines of Lots 40 and 41, N. 58-18 W. 755.3 feet to an iron pin; thence N. 11-22 E. 277.2 feet to an iron pin at the joint rear corner of Lots 41 and 42; thence with the line of Lot 42, S. 58-18 E. 856.3 feet to an iron pin on the Western side of a 30 foot road; thence with the Western side of the 30 foot road S. 32-43 W. 260 feet to the an iron pin, the point of beginning.

THIS being the same property conveyed to the Mortgagor herein by a certain deed of Nellie W. Funk, recorded in the RMC Office for Greenville County in Deed Book 1018 at Page 6. Said deed was filed on May 9, 1975.



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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