MORTGAGE OF REAL ESTATE prepared by F. Randolph Stone, Attorney at Law, 124 Broadus Avenue, Greenville, S.C. 29601 BOOK 1421 FASE 300

STATE OF SOUTH CAROLINA

**COUNTY OF GREENVILLE** 

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. Dewey Leverne Cothran

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Co., Williamston, South Carolina

(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 Five Hundred and 00/100----Dollars (\$ 4,500.00 ) due and payable as follows:

\$125.00 on the 15th day of February, 1978, and \$125.00 on the 15th day of each and every month thereafter until January 15, 1981, when the entire unpaid principal and interest will be due and payable, payment to be applied first to the interest and then to the principal

with interest thereon from the fit the rate of 17% 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 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 heirs, successors and assigns:

ALL that piece, parcel or lot of land situate, lying and being in Dunklin Township, Greenville County, South Carolina, on the southeastern edge of Cooley Bridge Road and being a portion of the property shown on a plat of "Property of L.D. Cothran" prepared by W.J. Riddle, Surveyor, on February 25, 1941, and having the following metes and bounds:

BEGINNING in the center of Cooley Bridge Road at a joint corner of property owned by the grantor herein and J. Guy Cothran and running thence along the center of said road S. 38-15 W. 210.0 feet to a point; thence along a line of other property of the grantor herein S. 44 E. 420.0 feet to a point; thence along a line of property of the grantor herein N. 38-15 E. 210.0 feet to a point on a line of property of J. Guy Cothran; thence along the line of property of J. Guy Cothran N. 44 W. 420.0 feet to the beginning corner, and being the same property conveyed to Dewey Leverne Cothran by L.D. Cothran by a deed dated January 5, 1978, and recorded on January 6, 1978, in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1071 at Page 441.

The mailing address of Southern Bank & Trust Co. is Box 8, Williamston, S.C. 29697.

- Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all the ttats, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fixed 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.

The Mortgagor further covenants and agrees as follows:

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(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any fifther loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.