STATE OF SOUTH CAROLINA SOLETINILLE CO. S

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE 1 21 11 76

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

TOMMY P. McLEES,

(hereinafter referred to as Mortgagor) is well and truly Indebted un to SOUTHERN BANK & TRUST CO.,

(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

--Twelve Thousand One Hundred Fifty Eight & 40/100 -- Dellars \$12,158.40--; due and payable in sixty (60) monthly installments of Two Hundred Two and 64/100 Dollars (\$202.64) each commencing on September 15, 1978, and continuing on like day thereafter until paid in full

with interest thereon from date at the rate of Eight (8%), 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 texes, insurance premiums, public assessments, repairs, or for any other purposes:

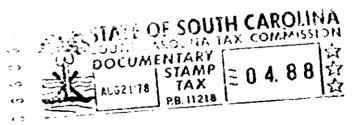
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

"All that certain piece, parcel or let of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina. County of GREENVILLE, on the southern side of Verner Drive and being known and designated as Lot No. 26 on plat of Cedar Vale recorded in the R.M.C. Office for Greenville County in Plat Book 000 at Page 13, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Verner Drive at the joint front corner of Lots Nos. 26 and 27 and running thence along the joint line of said lots S. 15-18 W. 179.1 feet to an iron pin; thence S. 74-52 E. 100 feet to an iron pin; thence along the joint line of Lots Nos. 25 and 26 N. 15-18 E. 178.8 feet to an iron pin on the southern side of Verner Drive; thence along said Drive N. 74-52 W. 100 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of Delores S. McLees dated October, 1970, and recorded in the R.M.C. Office for Greenville County on November 20, 1970, in Deed Book 903, at Page 164.

It is agreed and understood that this mortgage shall be second and junior in lien to that certain real estate mortgage given to Fidelity Federal Savings and Loan Association dated March 24, 1978, and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1426, at Page 889.



Together with all and singular rights, members, herditaments, and appurtogences to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 Mertgagee, its hairs, 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 Mortgagor forever, from and against the Mortgagor and all persons whomspever family claiming the same or any part thereof.

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