

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

5 11 08 1978

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

WHEREAS, Richard W. Locke, Harvard K. Riddle, and K. E. Moody (same as Kenneth E. Moody)

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Co., P. O. Box 1329, Greenville, S.C., 29602,

(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 -----

Twenty Thousand Two Hundred Fifty and No/100----- Dollars (\$ 20,250.00) due and payable in monthly installments as per the terms and provisions of said note;

with interest thereon from date at the rate of 12.50 ^{APR} per centum per annum, to be paid: as per the terms of said note.

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, in the City of Greenville, at the corner of Dunbar (Nichols) Street and Robbins Street and being shown as Lot 9, Block 3, Sheet 87, of the City Block Book and being more particularly described as follows:

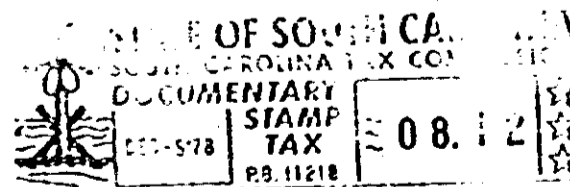
BEGINNING at a stake on Dunbar (Nichols) Street and running thence with said street 50 feet to a stake at the corner of Nichols Street and Robbins Street; thence with Robbins Street N 14 E 50 feet, more or less, to a stake at the corner of property now or formerly owned by Martha Banks; thence with the line of said property N 76 W 50 feet to an iron pin; thence S 14 W 50 feet to a stake on Dunbar (Nichols) Street, the point of beginning.

Being the same property conveyed to K. E. Moody by deed of Clalice Ethel Hagood recorded in the RMC Office for Greenville County in Deeds Book 1090, Page 4, on October 16, 1978; by deed to be recorded of even date herewith, K. E. Moody conveyed a two-thirds undivided interest in said property to the remaining two mortgagors.

ALSO: ALL that piece, parcel or lot of land in the City of Greenville, Greenville County, S.C., on the westerly side of Green Avenue, having, according to plat of "Property of Estelle Cureton Davis Estate", dated May 1974, by C. O. Riddle, RLS, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Green Avenue, which iron pin is 50 feet northeast from an iron pin in the northeast corner of the intersection of Green Avenue with Jenkins Street, and running thence N 63-44 W 113.6 feet to an old iron pin; thence N 22-58 E 37.7 feet to an iron pin at the joint corner line of property now or formerly belonging to B. T. Miller and Dorothy Davis; thence along the said joint line S 65-50 E 118.4 feet to an iron pin on the westerly side of Green Avenue; thence along said Green Avenue S 29-45 W 42 feet to an iron pin at the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Lena E. White, et al., recorded on November 8, 1978, in the RMC Office for Greenville County in Deeds Book 1091, Page 452.



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.