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MORTGAGE OF REAL ESTATE Offices of Price & Poag. Attorneys at Law, Greenville, S. C.

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE







TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOHN D. LINDLEY, JR.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto SOUTHERN BANK & 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 THREE THOUSAND FOUR HUNDRED

NINETY SIX AND 50/100

DOLLARS (\$ 3,496.50

due and payable in 30 consecutive payments of \$116.35 each beginning May 1, 1980, and continuing on the first day of each month until paid in full, payments to be applied first to interest, which has been added to the principal above, and then to principal.

(10%) (APR 17.81)

with interest thereon from date at the rate of ten / per centum per annum, to be paid: as stated above.

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, containing 1 1/2 acres, more or less, being a portion of Lot No. 5, on plat of property of J. O. Lindley, and according to said plat having the following metes and bounds, to-wit:

BEGINNING at a point on the southerly side of a county road at the intersection of Lindley Road, and running thence with said County Road S. 85-34 W. 250 feet and N. 65-35 W. 60 feet; thence through Lot. No. 5 S. 12-25 W. 220 feet more or less; thence S. 77-35 E. 250 feet; thence N. 12-25 E. 280 feet to the point of beginning.

The above described property is the same conveyed to the Mortgagor by the Deed of John D. Lindley and Nora Lindley dated January 27, 1977 and recorded in the RMC Office for Greenville County in Deed Book 1050 at Page 202 on January 28, 1977.

The above described property is conveyed subject to any and all easements or rights of way of record or as may appear on the property.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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