

MORTGAGE OR REAL ESTATE -

GREENVILLE, S.C.

BOOK 1503 PAGE 378

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

10 30 AM '80
MORTGAGE OF REAL ESTATE
UNNERSLEY ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, I, Winston S. Cox

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company
Travelers Rest, S. C.

(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
One Thousand, Seven Hundred Ninety-Seven and 12/100 Dollars (\$ 1,797.12) due and payable
in 24 monthly payments of \$74.88 each, commencing on June 15, 1980 and
continuing until paid in full

with interest thereon from date at the rate of 17.99% Annual 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 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 Saluda Township, about one and one-half miles East of Highway No. 25 and North 5-30 West 319 feet North of Highway No. 414 and on the West side of the Cool Springs Church Road, being a part of the same land conveyed to William Robert Cox by deed from W. S. and Ella S. Cox, October 24, 1952, recorded in the RMC Office for Greenville County in Deed Book 471, at page 168 and having the following metes and bounds and courses and distances, to wit:

BEGINNING on a nail in the center of said Cool Springs Church Road at a point North 5-30 West 319 feet from the center of Highway No. 414 and runs thence with said road, North 1-40 East 265 feet to a nail in center of said road; thence North 79-10 West 20 feet to an iron pin on the West bank of the road; ;then continuing with the same course for a total distance of 225 feet to an iron pin; thence South 12-44 West 177 feet to an iron pin; thence South 62-05 East 286 feet to the beginning nail (iron pin back on line at 23 feet), and containing 1.24 ACRES, more or less.

This being the same property conveyed to Winston S. Cox by William Robert Cox by deed recorded on April 16, 1962 in the RMC Office for Greenville County in Deed Book 696, at page 288.

This is a third mortgage and is junior in lien to the following mortgages:

A first mortgage executed to Southern Bank and Trust Company in the original sum of \$15,000.00 recorded on Oct. 15, 1975 in the RMC Office for Greenville County in Mortgage Book 1351, page 245, and

A second mortgage executed to Southern Bank and Trust Company in the original sum of \$6,116.40, recorded on May 12, 1977 in the RMC Office for Greenville County in Mortgage Book 1397, at page 383.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
NOTARY PUBLIC
STAMP
1980

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 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 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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