

Mortgagors address: Route # 5, Box 491-B Scuffletown Road Simpsonville, S.C. 29681

Mortgagees address: P.O. Box 1329 Greenville, S.C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

REC'D  
OCT 11 12 05 PM '80  
ANNERSLEY  
R.M.C.

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

WHEREAS, I, STEVE C. POWELL, and KAREN D. POWELL

(hereinafter referred to as 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

ELEVEN THOUSAND SEVEN HUNDRED NINETY-FIVE & 76/100 Dollars (\$ 11,795.76 ) due and payable

Per terms of note of even date herewith.

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ per centum per annum, to be paid:

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, on the western side of Scuffletown Road and being known and designated as Lots 44 and 45 of Terrace Acres Subdivision, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 000, at Page 126, and having such metes and bounds as shown thereon, said plat being incorporated herein by reference.

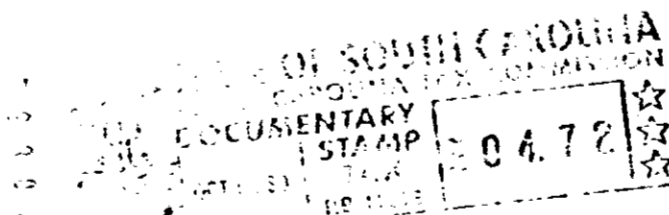
This conveyance is made subject to such easements, rights-of-way, and restrictions as appear on record or on the premises.

This being the same property conveyed to the mortgagor by deed from Robert M. Graham and Joyce A. Graham as recorded in the R.M.C. Office for Greenville County in Deed Book 1036, at Page 593 on May 18, 1976.

This being junior in lien to that certain mortgage to Southern Bank & Trust Company as recorded in the R.M.C. Office for Greenville County in Mortgage Book 1482, at Page 686 on September 28, 1979 in the original amount of \$31,500.00 and having an approximate balance of \$27,000.00.

This mortgage is junior in lien to that certain Real Property Agreement as recorded in the RMC Office for Greenville County in Deed Book 1130 at page 909, on August 11, 1980.

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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.

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