

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

1339 258

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, H. C. Berry and Ellen G. Berry,

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Southern Bank and 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 Twelve Thousand Seven Hundred Seventy-One and 84/100----- Dollars (\$12,771.84) due and payable in ninety-six (96) payments of One Hundred Thirty Three and 04/100 (\$133.04) Dollars each,

with interest thereon from date 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, State of South Carolina, Oaklawn Township, containing five (5) acres, more or less, and having the following metes and bounds, to-wit:

BEGINNING at a nail in center of County Road and running thence along center of said road N. 44-03 E. 434.5 feet to nail in center of said county road; thence S. 34-25 E. 713.5 feet to an iron pin; thence S. 41-01 W. 220.0 feet to an iron pin; thence N. 46-48 W. 540.0 feet to an iron pin; thence N. 67-00 W. 184.1 feet to nail in center of County Road, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of James R. Stewart and recorded simultaneously herewith in the R.M.C. Office for Greenville County in Deed Book 1018, at Page 373.

AND ALSO:

ALL that piece, parcel or lot of land in Oaklawn Township, Greenville County, State of South Carolina, containing approximately 10.44 acres, and having according to Plat made by Dalton & Neves Company, Engineers, dated June, 1973, revised July, 1973, recorded herewith in the R.M.C. Office for Greenville County in Plat Book 4Z, at Page 76, the following metes and bounds, to-wit:

BEGINNING at a point in the County Road approximately 4500 feet, southwest of the intersection of said County Road and Georgia Road and running N. 74-59 W. 33 feet to an iron pin on the northwestern edge of said road; thence N. 74-59 W. 1709.7 feet to an iron pin; thence, S. 24-51 E. 738.3 feet to an iron pin; thence, N. 76-00 E. 808.8 feet to an iron pin; thence, N. 43-58 E. 110 feet to an iron pin; thence, S. 67-05 E. 406.5 feet to an iron pin on the northwestern edge of County Road; thence, S. 67-05 E. 30 feet to a point in County Road; thence with said road N. 43-58 E. 158 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of John P. Painter, dated September 11, 1973, as more fully appears in the R.M.C. Office for Greenville County in Deed Book 983, at Page 714.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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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