

FILED
GREENVILLE CO. S.C.

BOOK 1353 PAGE 485

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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

WHEREAS, SAMMIE B. McABEE

(hereinafter referred to as Mortgagor) is well and truly indebted unto 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

Twenty-five Thousand, Four Hundred Seventy-two and 64/100 Dollars (\$25,472.64) due and payable

in forty-eight (48) monthly installments of Five Hundred Thirty and 68/100 (\$530.68) Dollars a month commencing on the 8th day of December, 1975 and continuing on the 8th day of each successive month until paid in full

with interest thereon from date at the rate of 11.69 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, the Mortgagee's heirs, 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, City of Greenville, on the north side of Butler Avenue being known as Lot D and the rear most portion of Lot B as shown by plat recorded in the R.M.C. Office for Greenville County in Plat Book C, at page 11, and having, according to said plat, the following metes and bounds:

BEGINNING at a point on the northern side of Butler Avenue at the joint front corner of Lots C and D and running thence with the joint line of said lots, N. 51 W. 120 feet to a point; thence N. 51 W. through Lot B 80 feet, more or less, to a point; thence S. 46-15 W. 38 feet, more or less, to a point; thence S. 36 E. 251.6 feet to a point on the northern side of Butler Avenue; thence with Butler Avenue N. 17 E. 104 feet to the beginning corner.

This mortgage is junior in rank to a purchase money mortgage held by Bill B. Bozeman, et al, recorded in the R.M.C. Office for Greenville County in Mortgage Book 1216, at page 509.



5 10.20

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.

9483

4328 RV-2J