

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

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MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, PAUL D. TERRY, SR.,

(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

THREE THOUSAND THREE HUNDRED SEVENTY-FIVE & NO/100-Dollars (\$ 3,375.00) due and payable

in Sixty (60) monthly installments of \$56.25 each
commencing on the 15th day of February, 1976 and
continuing on the 15th day of each month thereafter
until paid in full.

with interest thereon from date at the rate of 12.50 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, being known and designated as Lot No. 321 according to plat of Section B of Gower Estates, prepared by R. K. Campbell, Surveyor, dated December, 1961 as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "XX", at Pages 36 and 37 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Hialeah Road at joint front corner of Lots Nos. 320 and 321 and running thence along the line of Lot No. 320 N. 87-25 W. 175-feet to an iron pin; thence N. 2-35 E. 100-feet to an iron pin; thence with the line of Lot No. 322, S. 87-25 E. 175-feet to an iron pin on the westerly side of Hialeah Road; thence along Hialeah Road S. 2-35 W. 100-feet to the beginning corner, being the same property conveyed by Robert A. Craig and Beryl C. Finley to grantor by deed dated July 5, 1968, as recorded in the R.M.C. Office for Greenville County in Deed Vol 804, at Page 421.

This mortgage is junior to that mortgage to First Federal Savings & Loan Association as recorded in the R.M.C. Office for Greenville County in Mortgage Book 1120, at Page 303.



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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