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GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF LAURENS

MAR 8 2 35 PM '76 MORTGAGE OF REAL ESTATE

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

WHEREAS, JAMES A. PENNINGTON AND LINDA P. PENNINGTON

(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

FOUR THOUSAND THREE HUNDRED FORTY-TWO AND Dollars \$ 4342.80 ; due and payable
80/100-----

in sixty (60) monthly installments of \$72.38 each over a five-year
period

with interest thereon from date at the rate of 12.5% 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 LAURENS, being shown as a 2.56 acre tract on plat of property of N. E. Spitzer dated November 12, 1970, prepared by Carolina Engineering and Surveying Company, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of the intersection of Stewart Road and a county road and running thence with the center of Stewart Road, S. 79-12 W., 327.0 feet to an iron pin; thence leaving Stewart Road and running N. 4-15 W., 361.3 feet to an iron pin on the line of property of Clary; thence running with the Clary property line, N. 85-40 W., 327.0 feet to a point in the center of said county road; thence running with the center of said county road, S. 3-52 E., 324.5 feet to the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Frank Ulmer Lumber Co., Inc. and recorded of even date herewith.



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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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