

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE, CO. S. C.
JUL 9 3 55 PM '76
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1372 PAGE 417

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

WHEREAS, I, Lloyd W. Timms

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

Southern Bank and Trust Company, Piedmont, S. C.

(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

Six thousand three hundred twenty - one and 64/100 - - Dollars (\$ 6, 321. 64) due and payable in monthly installments of \$100. 00 each, to be applied first to interest with the balance to principal, the first of these due on August 15, 1976 with a like amount due on the 15th day of each calendar month thereafter until entire amount of debt is paid in full.

with interest thereon from _____ date _____ at the rate of 9% 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, in Greenville Township, being a portion of Lot 86 and Lot 89 on a plat of City View annex, recorded in Plat Book G, page 155 in the R. M. C. Office for Greenville County, and having, according to a more recent survey by T. C. Adams, the following metes and bounds, to - wit :

BEGINNING at an iron pin on the south side of Marion Road, said property being 1, 144 feet from Crane Avenue; running thence S. 16-30 E. 112 feet to an iron pin in branch; thence along branch as the line N. 80-00 W. 37.5 feet; thence S. 53-40 W. 25.8 feet to an iron pin; thence N. 16 - 30 W. 114.7 feet to pin on Marion Road; thence with the side of Marion Road N. 87-40 E. 60 feet to the point of beginning.

Being the same property conveyed by deed of James K. Starkey to Lloyd W. Timms, deed dated June 28, 1976, recorded simultaneously with this note and mortgage in the Office of RMC for Greenville County.

The above described property is conveyed subject to all restrictions, easements, and rights-of-way affecting said property and appearing of record or which might be revealed by a current survey of said property.



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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