

MORTGAGE OF REAL ESTATE—Offices of KENDRICK, STEPHENSON & JOHNSON, Attorneys at Law, Greenville, S. C.

FILED
STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.
COUNTY OF GREENVILLE 9 54 PM '78

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

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS,

BETTYE S. KITTRELL

(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

Fifty Thousand and No/100 ----- Dollars (\$ 50,000.00) due and payable

in accordance with the terms of the Note mentioned below

with interest thereon from date at the rate of ----- per centum per annum, to be paid: at the rate provided in said Note;

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, at the southeasterly corner of the intersection of Galphin Drive and Gilstrap Drive, near the City of Greenville, being designated as Lot No. 2 on plat of "Forest View" as recorded in the RMC Office for Greenville County, S. C. in Plat Book II, page 105, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Galphin Drive at the joint front corner of Lots 1 and 2 and running thence with the joint line of said lots S. 10-16 E. 200 feet to an iron pin; thence turning and running S. 79-44 W. 100 feet to an iron pin on the easterly side of Gilstrap Drive; thence along the easterly side of Gilstrap Drive N. 10-11 W. 185 feet to an iron pin at the southeasterly corner of the intersection of Gilstrap Drive and Galphin Drive; thence around said Intersection on a curve the chord of which is N. 34-44 E. 21.2 feet to an iron pin on the southerly side of Galphin Drive; thence along the southerly side of Galphin Drive N. 79-44 E. 85 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed from Mary Jean Beall dated November 18, 1966, and recorded the same day in said RMC Office in Deed Book 809, page 371.

This mortgage is given to additionally secure the Note given by Southern Arms Company, Inc. to Southern Bank and Trust Company of even date herewith in the amount of \$50,000.00 and it is understood and agreed by the parties hereto that any default under the terms and conditions of said Note shall be deemed a default under this mortgage.

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.

0011

4328 RV-2