Sou. Bank & Trust Co.
Box 189, Piedmont, SC

BOOK 1377 PAGE 281

STATE OF SOUTH CAROLINA

COUNTY OF   Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, James C. Foxx, Sr. and Mary R. Foxx

(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

Eleven thousand nine hundred seventy - five and 36/100-- Dollars ($ 11,975.36) due and payable

in monthly installments of $150.00 each, to be applied first to interest with balance
to principal, the first of these due on September 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, and being in the Piedmont Manufacturing
Company Village in or near the Town of Piedmont, and being more partitulary
described as Lot No. 89 , Section 4, as shown on a plat entitled " Property of
Piedmont Mfg. Co., Greenville County " made by Dalton & Neves, February, 1950 ,
Sections 3 and 4 of said plat are recorded in the R. M. C. Office for Greenville County
in Plat Book Y , at page 2 - 5 , inclusive , and page 6 - 9 - inclusive, respectively .
According to said plat, the within described lot is also known as No. 2 Hammett Street
(Avenue) and fronts thereon 115 feet .

This is the same property conveyed to James C. Foxx and Mary R. Foxx by deed
of Milford O. Howard and Helen T. Howard, said deed recorded in Office of R. M. C.
for Greenville County .

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.