

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

BOOK 1377 PAGE 929

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DORRIS E. CANNERSLEY
R.M.C.

WHEREAS, Tony James McNeill and Patricia Williams McNeill

(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 Seven Thousand Five Hundred Fifty-five and 68/100-

-----Dollars (\$ 7,555.68) due and payable
in 36 monthly installments of \$209.88 commencing on the 1st day of November, 1976, and on the same date of each successive month thereafter until paid in full.

with interest thereon ~~XXX~~ ~~XXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXXXXX~~ as set out
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, State of South Carolina, being shown as lot no. 10 on a plat of Forestdale Heights Subdivision dated December 1956, recorded in Plat Book KK at page 193 in the R.M.C. Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Forestdale Drive at the joint front corner of lot 9 and lot 10 and running thence with lot 9 N. 4-31 E. 200.0 feet to an iron pin at the joint rear corner of lot 9 and lot 10; thence S. 85-29 E. 70.0 feet to an iron pin at the joint rear corner of lot 10 and lot 11; thence with lot 11 S. 4-31 W. 200.0 feet to an iron pin on Forestdale Drive; thence with said Drive N. 85-29 W. 70.0 feet to the point of beginning, and being the same property conveyed by a deed dated this day and recorded herewith, from Phillip C. Burnett and Susan M. Burnett to Tony James McNeill and Patricia Williams McNeill.

The lien created by this mortgage is second in priority to the lien created by mortgage on said property executed by Phillip C. Burnett and Susan M. Burnett to Collateral Investment Company on January 25, 1974, in the original sum of \$21,450.00, and recorded in said R.M.C. Office in Mortgage Book 1300 at Page 511 on January 25, 1974.

The mailing address of Southern Bank and Trust Company is P.O. Box 1329, Greenville, S.C. 29602

5.3.04



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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