

MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S.C. 1359 No. 849
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } FEB 22 3 26 PM '77
DONNIE S. TANKERSLEY
P.M.C. MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, B. L. JOHNSON

(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 Thirty Thousand and No/100-----

-----Dollars (\$ 30,000.00) due and payable as follows: The sum of \$439.51 is due and payable on the 22nd day of March, 1977, and the sum of \$439.51 is due and payable on the 22nd day of each and every month thereafter until paid in full. Payments shall be first to interest and then to principal.

with interest thereon from date at the rate of 9 1/2 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, known and designated as Lot No. 1 on plat of property of B. L. Johnson, recorded in Plat Book 4M at Page 63, and having, according to said plat, the following metes and bounds, to-wit:

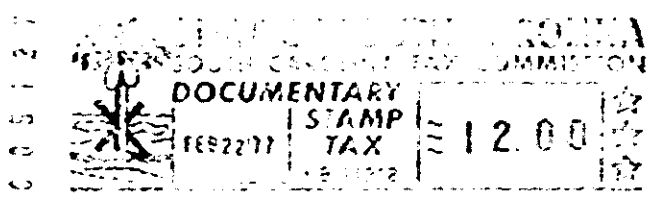
BEGINNING at an iron pin in the center of Greer Drive at the joint front corner of property of Rice-Cleveland and property now or formerly of Ballard Concrete Company, and running thence with the line of Ballard Concrete Company, S. 37-40 E. 225.1 feet to an iron pin; thence with other property of the grantor herein, N. 53-42 E. 144.6 feet to an iron pin; thence with line of Lot No. 2, N. 36-18 W. 225 feet to an iron pin in center of Greer Drive; thence with the center line of Greer Drive, S. 53-42 W. 150 feet to the beginning corner. THIS being the same property conveyed to the mortgagor herein by deed recorded in Deed Volume 933 at Page 371, in the RMC Office for Greenville County, S.C.

ALSO: All that certain piece, parcel or lot of land in Greenville County, State of South Carolina, known and designated as Lot No. 2 on plat of property of B. L. John, recorded in Plat Book 4M at Page 63, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Greer Drive at the joint front corner of Lot No. 1 and running thence with the line of Lot No 1, S. 36-18 E. 225 feet to an iron pin; thence N. 53-42 E. 150 feet to an iron pin; thence N. 36-18 W. 225 feet to an iron pin in the center of Greer Drive; thence with the center of Greer Drive, S. 53-42 W. 150 feet to the beginning corner.

THIS being the same property conveyed to the mortgagor herein by deed recorded in the RMC Office for Greenville County, S.C. in Deed Volume 933 at Page 373.

THIS mortgage is second and junior in lien to that mortgage in favor of Southern Bank and Trust Company in the original amount of \$23,000.00, recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 1221 at Page 255 on February 3, 1972. It is hereby distinctly understood and agreed by mortgagor herein that default in either of these mortgages constitutes default in both said mortgages.



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 whatsoever lawfully claiming the same or any part thereof.

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