HILL YYATT & FAYSSOUX

MORTGAGE OF REAL ESTATE-Officer PORKAPING STREET STREET, STREET, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA **GREENVILIE**

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

The state of the state of

JOE E. SHAW, JR.

thereinafter 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

Twenty Thousand and No/100 ------ Dollars (\$ 20,000.00) due and payable

One (1) year from date

with interest thereon from date at the rate of nine (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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, lying and being in the City of Greenville on the eastern side of Lakecrest Drive and being known and designated as Lot No. 33 and the major portion of Lot No. 32 of Stone Lake Heights, Section No. 1, as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book "BB", Page 133 and being more particularly described according to a plat of survey by Piedmont Engineering Service dated December 29, 1955, as follows:

BEGINNING at an iron pin on the eastern side of Lakecrest Drive at a point 14 feet north of the joint front corner of Lots Nos. 31 and 32, and which iron pin is also 416.5 feet in a northerly direction from the intersection of Lakecrest Drive and Lotus Court, and running thence a new line through Lot No. 32, which line is at all points 14 feet north of and parallel to the joint line of Lots Nos. 31 and 32, S. 88-25 E. 283 feet to an iron pin on the edge of Stone Lake; thence along the edge of Stone Lake N. 1-35 E. 226 feet to an iron pin, the joint rear corner of Lots Nos. 33 and 34; thence along the joint line of Lots Nos. 33 and 34 N. 88-25 W. 283 feet to an iron pin on the eastern side of Lakecrest Drive, the joint front corner of Lots Nos. 33 and 34; thence along the eastern side of Lakecrest Drive S. 1-35 W. 226 feet to the beginning corner. TOGETHER with all rights and privileges in and to the bed and waters of Stone Lake as are accorded by law to a riparian

The above described property is all of that conveyed to me by B. Frank Mayfield by his deed dated May 31, 1954, and recorded in the RMC Office for Greenville County in Deed Book 505, Page 184 and is part of that conveyed to me by T. C. Stone, et al, by their deed dated January 30, 1953, and recorded in the RMC Office for Greenville County in Deed Book 472, Page 39.

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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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.