

306 E. North St.  
Greenville, S.C.

GREENVILLE CO. S. C.

1396 REC: 831

MORTGAGE OF REAL ESTATE--Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

JENNIE STANBROOK SLEY  
R.H.S.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Philip R. Hinsdale and Frances H. Hinsdale

(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 and No/100-----

----- Dollars (\$ 7,000.00 ) due and payable as follows: The sum of \$196.73 is due and payable on the 1st day of June, 1977, and the sum of \$196.73 is due and payable on the 1st day of each and every month thereafter until paid in full.

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of 7% <sup>add-on</sup> per centum ~~XXXXXX~~ 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, shown as Lot 133 on plat of Dove Tree, recorded in Plat Book 4X at Page 22, and having the following courses and distances:

BEGINNING at an iron pin on Dove Tree Road, joint front corner of Lots 133 and 134 and running thence with joint line of said Lots, N. 3-06 E. 160 feet to an iron pin, joint rear corner of said Lots; thence along rear line of Lot 133, S. 86-54 E. 125 feet to an iron pin, joint rear corner of Lots 132 and 133; thence with joint line of said Lots, S. 3-06 W. 160 feet to an iron pin on Dove Tree Road; thence with said Road, N. 86-54 W. 125 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Montgomery, Inc., dated August 27, 1976 and recorded in the RMC Office for Greenville County, S.C. in Deed Book 1041 at Page 947.

This mortgage is second and junior in lien to that mortgage in favor of Carolina Federal Savings & Loan Association in the original amount of \$50,000.00.

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

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