

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

FILED
GREENVILLE S.C.

MORTGAGE OF REAL ESTATE

VOL 1082 PAGE 59

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, ROBERT H. SIMPSON, DONNIE S. JANKERSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY
N. Weston Street

(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-FIVE THOUSAND AND NO/100-----
Dollars (\$ 35,000.00) due and payable

per note executed this date or any future modifications, extensions or renewals thereof

with interest thereon from date at the rate of per note per centum per annum, to be paid per 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:

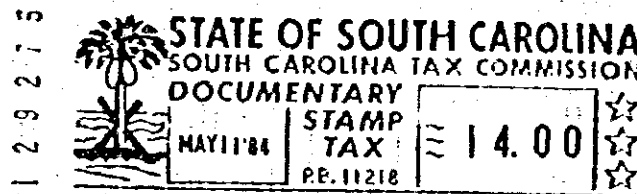
ALL that lot of land lying on the Western side of Stevenson Lane in Greenville County, South Carolina, being shown and designated as Lot No. 5 on a plat of LEE HEIGHTS, recorded in the RMC Office for Greenville County, S.C., in Plat Book WW, page 7, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Stevenson Lane at the joint front corners of Lots Nos. 4 and 5 and running thence with the common line of said lots, S. 63-43 W., 150 feet to an iron pin; thence S. 40-10 E., 123.1 feet to an iron pin at the joint rear corners of Lots Nos. 5 and 6; thence with the common line of said lots, N. 63-44 E., 130 feet to an iron pin on the Western side of Stevenson Lane; thence along the Western side of Stevenson Lane, N. 30-48 W., 120 feet to an iron pin, the beginning corner.

The above described property is the same conveyed to the Mortgagor herein by deed of Dianne C. Simpson dated March 3, 1983 and recorded in the RMC Office for Greenville County in Deed Book 1183 at Page 814 on March 7, 1983.

This mortgage is second and junior in lien to that mortgage between Lindsey Builders and Fountain Inn Federal Savings and Loan Assoc. recorded in the RMC Office for Greenville County in the original amount of \$10,000.00 in Mortgage Book 1081 at Page 160. Said mortgage was assumed by Mortgagor herein by deed of Lindsey Builders recorded in Deed Book 844 at Page 515 on May 23, 1968.

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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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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