

MORTGAGE OF REAL ESTATE - Law Offices of Thomas C. Brimsey, P. A.

FILED  
GREENVILLE CO. S. C.  
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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Thomas J. Wilson, Jr., O. D. and Doris B. Wilson

(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-Two Thousand and No/100 Dollars (\$ 32,000.00 ) due and payable

one year from date with interest from date at the rate of 9% payable quarterly beginning

LESS HOWEVER, the following parcels of land previously deeded: (1) 5 acres previously deeded to Jack C. and GERALENE DURHAM, plat of which is recorded in the RMC Office for Greenville County in Plat Book 6-D at Page 80, (2) 3 acres previously deeded to James L. and Nancy S. Proceley, plat of which is recorded in the RMC Office for Greenville County in Plat Book 6-D at Page 82.

This mortgage constitutes a first mortgage lien over 30.74 acres as shown on a plat prepared by J. L. Montgomery, III, dated November 14, 1977 and recorded in the RMC Office for Greenville County in Plat Book 6-K at Page 38. This mortgage constitutes a second mortgage lien over the remaining 158 acres.

This is the major portion of that same property conveyed to the Mortgagors herein by deed from Evelyn Goddard, Barbara Goddard Hughes (a/k/a Bobbie Ann Hughes) and Gaynelle Goddard, dated August 19, 1976 and recorded in the RMC Office for Greenville County in Deed Book 1041 at Page 496, recorded on August 19, 1976.

The mailing address of the Mortgagee herein is P. O. Box 1329, Greenville, S. C. 29602.

PAID IN FULL AND SATISFIED THIS 15<sup>th</sup> DAY OF August 1978  
SOUTHERN BANK AND TRUST COMPANY  
GREENVILLE, SOUTH CAROLINA

BY: *[Signature]*

WITNESS  
*[Signature]*

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THOMAS S. TANKERSLEY  
R.M.C.

Together with all and singular rights, members, hereditaments, and appurtenances to the same by way of mortgage, tenancy, and all of the rents, issues, and profits which may arise or be had therefrom, and including all 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 defend and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.