

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C. CORRECTIVE BOOK 1359 PAGE 173
JUL 2 4 47 PM '75
DONNIE S. TANKERSLEY
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, W. D. Yarborough

(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 -----

Fifty Thousand and No/100----- Dollars (\$ 50,000.00) due and payable
on demand,

with interest thereon from date at the rate of 9-1/2 per centum per annum, to be paid: semi-annually

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~~

ALL those pieces, parcels or lots of land situate, lying and being in the City of Mauldin, County of Greenville, State of South Carolina, being shown on a plat of Forrester Woods Section 7, prepared by R. B. Bruce, Licensed Engineer dated February 12, 1975, and said plat being approved by the Greenville County Planning Commission on the 26th day of February, 1976, said plat containing a total of 123 lots, together with an area marked on said plat as "Reserved by Owner". Said plat is recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book: 2-1, at pages 21 and 22.

LESS HOWEVER: The lots on said plat having the following lot numbers: 49, 50, 51, 52, 53, 54, 55, 56 and 57.

This mortgage is junior in lien to that certain mortgage in favor of First Federal Savings and Loan Association in the original amount of \$529,450.00 recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1311, at page 745.

It is understood that the mortgagee herein agrees to release each of the aforementioned lots from this mortgage upon the payment of One Thousand Dollars (\$1,000.00) per lot to the mortgagee.

This is a corrected mortgage correcting the description in the mortgage recorded in Mortgage Book 1350, at page 887, due to the revision in the lot lines of the original mortgage description. Specifically, the corrected description covers 123 lots, less lots 49-57, and also covers that portion of the recorded plat delineated as being "Reserved by Owner".

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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