

E North St  
Greenville, SC

GREENVILLE CO. S.C.

1991 712

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

}

1991 9 24 1991  
TENNIS B. BISHLEY  
REC'D

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BILLY RAY HIOTT AND BOBBIE C. HIOTT

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & 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

Ten Thousand Three Hundred Forty Eight and 56/100

Dollars (\$ 10,348.56 ) due and payable

in accordance with terms of note of even date herewith

including  
/ ~~12~~th interest thereon from date at the rate of 6-1/2% 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 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, lying near the City of Greenville, being known and designated as a part of the property formerly owned by Rose R. Hendrix, and also being known and designated as the former property of T. E. Hunter, as recorded in Plat Book VV, Page 100 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the northwest intersection of Yown Road and Redwood Drive and running thence along Yown Road S. 85-15 W., 100 feet to an iron pin; thence N. 3-30 W., 262 feet to an iron pin on Redwood Drive; thence along Redwood Drive S. 24-38 E., 278.8 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors by deed of T. E. Hunter recorded in the R.M.C. Office for Greenville County on October 3, 1972, in Deed Book 957, Page 43.

This mortgage is junior in lien to that certain mortgage executed in favor of Cameron Brown Company recorded in the R.M.C. Office for Greenville County on May 30, 1961, in Mortgage Book 859, Page 69.

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DOCUMENTS  
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250 M

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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