399K1506 FASE 750

STATE OF SOUTH CAROLINA COUNTY OF Greenville

 $\mathcal{S}$ .  $\mathcal{C}$  Mortgage of real estate TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. I, J. D. Hamilton

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

Southern Bank and Trust Company Piedmont, S. C.

(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 nine hundred thirty - seven and 40/100--- Dollars (\$ 7,937.40 ) due and payable in sixty (60) monthly installments of \$132.29 each , the first payment due on July 22, 1980 with a like amount due on the 22nd day of each calendar month thereafter until entire amount of debt is paid in full.

with interest thereon from

date

at the rate of 14.99

per centum per annum, to be paid: in advance

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 Mortgagoe at any time for advances made to or for his account by the Matgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgager in hand will and truly gaid 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 that certain piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon in Grove Township, Greenville County, State of South Carolina, containing thirty-eight one hundredth of an acre, more or less, (0.38), and having according to a survey of Dalton & Neves, July, 1969, the following metes and bounds, to wit:

BEGINNING at an iron pin in center of dirt road leading through property of J. L. Banks thence along line of J. L. Banks, N. 77-15 W. 15 feet to angle; thence along said line 157 feet to iron pin corner of J. L. Banks and J. P. Stevens & Co., Inc.; thence along branch S. 6-40 W. 101.2 feet to iron pin transverse line; thence S.77-15 E. 10 feet to iron pin; thence S. 77-15 E. 127 feet to angle; thence along said line 20 feet to point in dirt road; this course and distance follows line of Sullivan lot; thence along said dirt road N. 15-15 E. 100 feet to point of beginning.

This is the same property conveyed to the said J. D. Hamilton by deed of J. L. Banks dated February 13, 1980 recorded simultaneously with this real estate mortgage in Office of RMC for Greenville County in Book 1/28, Page 476









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 such fixtures and equipment, other than the itsual household furniture, be considered a part of the real estate.

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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 heureinabove described in tee 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.