LAW OFFICES OF LATHAN, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CARGINAL FAGE 795

MORTGAGE OF REAL ESTATE

 \mathbf{V}

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

O S. C TO ALL WHOM THESE PRESENTS MAY CONCERN:

AMOUNT FINANCED - \$28,000.00

36 PH 187

WHEREAS, Harrell Grayson Shepherd and Bobble S. Shepherd

(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 Forty-Nine Thousand Four Hundred Thirty-Four and No/100----

------Dollars (\$49,434.00) due and payable

as provided for in Promissory Note executed of even date herewith.

NEW YORK THE PROPERTY OF THE P

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 Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe's heirs, 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, at the intersection of Lavonia Avenue and Stanley Avenue and being known and designated as Lot No. 29 of the property of Joe A. Phillips, plat of which is recorded in the RMC Office for Greenville County in Plat Book AA at Page 179 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is a second mortgage subject to that certain first mortgage to Carolina National Mortgage Investment Co., Inc. recorded in the RMC Office for Greenville County in Mortgage Book 1169 at Page 607 on October 19, 1970, in the original amount of \$12,350.00.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Billy R. Hammond and Joyce R. Hammond recorded in the RMC Office for Greenville County in Deed Book 900 at Page 573 on October 19, 1970.

THE mailing address of the Mortgagee herein is P. O. Box 544, Travelers Rest, S. C. 29690.

TO BOUTHENIARY ELL 20 A

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 is 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

SCTO --- 1 UN 3.82 853

4.0001