

FILED

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MORTGAGE OF REAL ESTATE - ~~W. H. Foster & Co.~~ Johnston & Ashmore, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DEC 18 9 20 AM 1968

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE F. FANBORTH
R.M.C.

WHEREAS, We, Robert C. Franzen and Judith C. Franzen

(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 ---One Thousand Three Hundred Seventy Three and 40/100-----
-----Dollars (\$ 1,373.40) due and payable

\$38.15 per month with the first payment due February 1, 1969, and a like payment of \$38.15 to be paid on the first day of each succeeding month thereafter until paid in full,

with interest thereon from ----- at the rate of ----- per centum per annum, to be paid: -----

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, and partially described on a plat entitled Division of Property of Mrs. M. C. Ayers Estate dated June 9, 1960, recorded in the RMC Office for Greenville County in Plat Book "UU", at page 167 and having the following metes and bounds, to-wit:

Beginning at an iron pin, joint rear corner of Lots 11 and 13, according to the above-referenced plat, and running thence S. 65-30 W. 209 feet to a point; thence running S. 24-30 E. 251.6 feet to a point; thence running N. 65-30 E. 48 feet to a point; thence running N. 65-30 E. 161 feet to a point; thence running N. 24-30 W. 251.6 feet to the point of beginning.

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 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.