

FILED  
GREENVILLE CO. S. C.  
JAN 2 11 45 AM '70  
OLLIE FARNSWORTH  
R. M. C. ALL

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, VARDRY PARK, INC., a corporation organized and existing under the laws of the State of South Carolina, (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, in the sum of: FIFTEEN THOUSAND, FIVE HUNDRED AND NO/100----- Dollars (\$ 15, 500. 00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of 8 per centum per annum, to be paid as provided for in said note; and,

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 piece, parcel or lot of land situate, lying and being on the Southeastern side of Anderson Street in the City of Greenville, County of Greenville, State of South Carolina, and having according to a plat prepared by Carolina Engineering & Surveying Co., dated December 17, 1969, entitled "Property of Vardry Park, Inc.", recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 333 at page 259, the following metes and bounds:

BEGINNING at an iron pin on the Southeastern side of Anderson Street, which iron pin is located 200 feet in a Southwesterly direction from the Southeastern corner of the intersection of Vardry Street and Anderson Street, and running thence with the line of property now or formerly of Lewis S. 58-13 E. 180.1 feet to an iron pin; thence S. 32-40 W. 25.6 feet to an iron pin; thence S. 69-36 E. 33.5 feet to an iron pin; thence S. 26-30 W. 33.1 feet to an iron pin; thence N. 71-20 W. 67.2 feet to an iron pin; thence with the line of property now or formerly of Jones N. 58-22 W. 152.3 feet to an iron pin on the Southeastern side of Anderson Street; thence with the Southeastern side of Anderson Street N. 33-30 E. 67.4 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 of all 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.