

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
APR 23 3 36 PM '70  
OLLIE FARNSWORTH  
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, LINDSAY L. MCELWEE JR.

(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 ~~XXXXXX XXXXXX~~ the terms of which are incorporated herein by reference, in the sum of Ten Thousand and no/100-----

-----Dollars (\$10,000.00 ) due and payable

as provided in said note

with ~~XX~~

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 having according to a plat of the property of William B. Scoggins, prepared by C. O. Riddle, November 10, 1955; the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Lydia Street, 168.35 feet west from Parkins Mill Road and running thence with the line of other property of William B. Scoggins, N. 17-03 W. 116 feet to an iron pin; thence S. 72-08 W. 110 feet to an iron pin; thence S. 17-03 E. 116 feet to and iron pin on Lydia Street; thence with said Street, N. 72-08 E. 110 feet to the point of beginning.

This mortgage is junior in lien only to that certain mortgage held by William B. Scoggins, dated January 28, 1970, and recorded in the RMC Office for Greenville County in Mortgage Volume 1147, Page 531.

This mortgage is given as additional security for that certain promissory note in the amount of \$10,000.00 executed by Mortgagor in favor of Mortgagee on June 17, 1968, and upon payment of said note, this mortgage shall be null and void.

Together with all and singular rights, members, herditaments, 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 whonsoever lawfully claiming the same or any part thereof.