

FILED
GREENVILLE CO. S. C.

1231 515

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

3 3 31 PM '76
S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

CARL S. NEELY AND RACHEL S. NEELY

(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
THIRTEEN THOUSAND THREE HUNDRED FORTY-ONE AND 00/100 Dollars, \$13,341.00; due and payable

in sixty (60) monthly installments of \$222.35 each with the first installment due 2/22/76 and due and payable on the same day of each month thereafter until paid in full with interest thereon from date at the rate of seven per centum per annum, to be paid monthly

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, being in Oaklawn Township, near Pelzer, S.C. and being shown and designated as Lot no. 1 on a plat of "Portion of Mary A. King Property" prepared by R. L. Campbell, RLS, dated March 14, 1968 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of S. C. Hwy. no. 8, joint front corner of lots 1 and 2 and running thence N. 7-0 E., 203.5 feet to an iron pin on line of property now formerly of Beam; thence N. 83-03 W., 179.2 feet to an iron pin on the easterly edge of the Old Pelzer Road; thence with the edge of said road, S. 11-59 W., 204.4 feet to an iron pin at the northeasterly corner of the intersection of Old Pelzer Road and S. C. Highway #8; thence with the northerly edge of the right of way of S.C. Highway #8, S. 83-03 E., 197 feet to the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Mary Ellen Austin King, recorded of even date herewith.



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.

0515
4328 RV-2