

GREENVILLE CO. S. C.
MORTGAGE OF REAL ESTATE

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BOOK 1407 PAGE 106

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF GREENVILLE SOUTH CAROLINA

WHEREAS, PAUL D. MONTJOY and KATIE G. MONTJOY

(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

Eight Thousand Three Hundred Seventy and No/100-----Dollars (\$ 8,370.00---) due and payable in the amount of One Hundred Thirty-nine and 50/100 (\$139.50) commencing on the 15th of September 1977 and on the same date of each consecutive month thereafter until paid in full with interest and thereon after maturity

~~xxxxxxx~~ ~~xxxxxxx~~ ~~xxxxxxx~~
at the maximum legal rates

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:

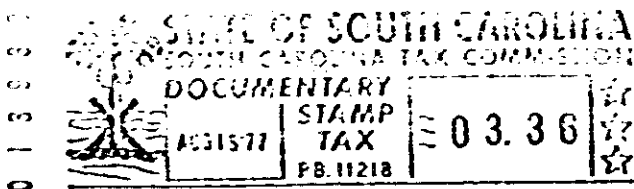
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 known and designated as Lot 15 of Millcreek Estates as shown on plat entitled Millcreek Estate, prepared by Freeland Associates, dated April 8, 1974 recorded for particular reference in Plat Book 4-X at Pages 87 and 88 in the RMC office for Greenville County.

Beginning at Iron pin at joint front corner of Lot 15 and 16 and running thence along Mill Creek Road S30-06W 100 feet to iron pin; thence S38-02W 100 feet to iron pin; thence S45-10W 80 feet to iron pin; thence S51-30W 80 feet to the joint front corner of Lot 15 and 14; thence proceed from joint front corner of Lot 15 and 14 and run N28-20W 280.8 feet to an iron pin, joining rear lots of 15 and 14; thence from joint rear corner of Lot 15 and 14 proceed N36-17E 184.0 feet to an iron pin being joint rear lots 15 and 16; thence leave said iron pin and run S64-06E 283.5 feet to an iron pin; point of beginning.

This property is subject to any restrictions, rights of way, set back lines, zoning ordinances and easements on the premises.

This property was conveyed to the grantor Mill Creek, a limited partnership, by Kasper F. Fulghum et al dated June 24, 1974 and recorded on June 28, 1974 in the RMC office for Greenville County, South Carolina in Deed Volume 1002 Page 71.



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.

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