

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, EDWELL DEWEY CLEMENTS AND PEARL F. CLEMENTS

(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, the terms of which are incorporated herein by reference, in the sum of Five Thousand Four Hundred Seventy Five and No/100-----
----- Dollars (\$ 5,475.00) due and payable

in accordance with terms of note of even date herewith

including
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 and being on the southern side of a new road, being shown and designated as one (1) acre, more or less, on Plat having been made by Terry T. Dill, dated April 9, 1968, and recorded in the R.M.C. office for Greenville County, S.C. in Plat Book ZZZ, Page 31, reference to which is hereby craved for the metes and bounds thereof.

ALSO: A right of way for road purposes as follows:

All that strip of land in the County of Greenville, State of South Carolina, in O'Neal Township, being 50 feet in width and 675 feet in length as shown on plat of Clifton L. Lister recorded in the R.M.C. Office for Greenville County, in Plat Book ZZZ, Page 31 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of S. C. Highway 253, approximately one-half mile north of the intersection of Highway 290 and running thence N. 71-15 W., 675 feet; thence along a 50 foot radius encompassing a turn-around to the northern side of said proposed street, as shown on said plat; thence S. 71-15 E., 675 feet to an iron pin; thence in a southerly direction along a right of way of S.C. 253, 50 feet to the point of beginning.

This mortgage is junior in lien to that certain mortgage executed in favor of South Carolina National Bank in the original amount of \$34,750.00 dated February 13, 1974, and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1301, Page 675.

This is the same property conveyed to the mortgagors by deed of Lecil D. Wilbanks and Linda L. Wilbanks recorded in the R.M.C. Office for Greenville County on February 13, 1974, in Deed Book 993, Page 718.

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 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.

10240

4328 RV.2