

GREENVILLE CO. S. C.

BOOK 1429 PAGE 488

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

BONNIE S. TANNERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Jesse A. James and Betty M. James,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company, Fountain Inn, South Carolina,

(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 **Seven Thousand Six Hundred Forty-three and 40/100** Dollars, \$ 7,643.40; due and payable in sixty (60) monthly installments of \$127.39 each, commencing on May 22, 1978,

due with interest thereon from date at the rate of **nine** per centum per annum, to be paid: **on demand**

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, lying at the intersection of Woods Drive and South Carolina Highway No. 55, being Lot No. 1 of Cedar Hills Subdivision, being shown and designated as Lot No. 1 on a plat of the property prepared for Glenn E. Cook and Bonnie L. Cook, recorded in the R.M.C. Office for Greenville County, in Plat Book 5M, Page 8, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at a nail and cap in the center of Woods Drive at the joint front corner of Lots 1 and 2 of Cedar Hills Subdivision, and running thence with the center of Woods Drive, S. 83-41 E. 400 feet to a point in the center of South Carolina Highway No. 55; thence with the center of said Highway, S. 19-47 E. 275.7 feet to a point in the center of said Highway, and on the line of property belonging to Alvin Smith Estate; thence S. 79-11 W. 460 feet (passing an iron pin at 24.2 feet) to an ironpin on the line of Lot No. 2 of Cedar Hills Subdivision; thence with the common lines of Lots 1 and 2, N. 05-44 W. 391.7 feet to a nail and cap in the center of Woods Drive.

This being the identical property as conveyed to mortgagor by T. Wayne Crolley, et al of even date herewith and to be recorded in the R.M.C. Office for Greenville County prior to the recording of this mortgage.

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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 whomsoever lawfully claiming the same or any part thereof.

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