

MORTGAGEE: SOUTHERN BANK & TRUST CO.
P.O. Box 1329
Greenville, S. C. 29602

Foster & Richardson, Attorneys at Law, Greenville, S.C.
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MAY 30 10 13 AM '79 MORTGAGE OF REAL ESTATE

BOOK 1433 PAGE 484

DONNIE S. TANKS TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, I, William J. Wirthlin

(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

Forty Five Thousand and No/100----- Dollars (\$ 45,000.00) due and payable

on or before the 30th day of January, 1979,

with interest thereon from date at the rate of 9% per centum per annum, to be paid: at maturity

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 my right, title and interest in and to all that parcel or tract of land situate on the east side of State Road No. 417 in Austin Township, in Greenville County, South Carolina, and having according to a survey and plat made by Lewis C. Godsey, March 14, 1966, recorded in the RMC Office for Greenville County, South Carolina in Plat Book MM, Page 48, the following metes and bounds, to-wit:

Beginning at a point in the present right-of-way of State Road No. 417 at its intersection with an old road and runs thence along said old road N. 18 E. 375 feet to a point; thence still along said old road N. 17-35 E 459 feet to a point; thence still along said old road N. 12-30 W. 178 feet to a point under the bridge in Gilder Creek; thence down Gilder Creek, the traverse line being as follows: N. 60 E. 58 feet; N. 65 E. 120 feet; N. 39-35 E. 248 feet; N. 65-25 E. 56 feet; S. 21 E. 70 feet; S. 26-30 W. 115 feet; S. 2-50 E. 138 feet; S. 15-25 W. 81 feet; S. 17-35 E. 80 feet; S. 32-10 E. 238 feet; S. 66-35 E. 143 feet; and S. 45-40 E. 57 feet to a point in Gilder Creek; thence leaving Gilder Creek and running S. 15-25 E. 778 feet to an iron pin; thence N. 70-15 E. crossing Gilder Creek 1,330 feet to a stone; thence S. 8-15 E. 678 feet to a poplar stump on the southwest side of Gilder Creek in the center of a branch; thence up the branch following the center line thereof in a westerly and southerly direction to a point in the center of said branch and in center of White Drive; thence along the center of said White Drive the following courses and distances: S. 72-26 W. 344 feet; S. 69-54 W. 500 feet; S. 89-40 W. 400 feet; S. 78-06 W. 274 feet to a point in White Drive at corner of property now or formerly owned by W. O. Lewis; thence N. 23-26 E. 536.6 feet to an iron pin; thence N. 78-15 W. 607.5 feet to a point in center of State Road No. 417; thence along center of said road N. 11 W. 178.7 feet; thence N. 4-25 W. 290 feet to the beginning corner and contains 62.9 acres, according to the plat referred to above.

OVER.

This is the same property conveyed to the Mortgagor herein by deed of W. O. Lewis recorded in the RMC Office for Greenville County in Deed Book 794, Page 392, and by deed of William H. Wirthlin recorded in Deed Book 838, Page 431, Feb. 26, 1968.

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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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