

MORTGAGE OF REAL ESTATE -

Mortgagor's Address: 195 Squallum Road 5A, Greenville, S.C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE BOOK 1443 PAGE 130

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, John Edward Harvey, Sr.

(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

Twelve Thousand Nine Hundred Sixty Five & 40/100 Dollars (\$ 12,965.40) due and payable in 60 monthly installments at \$216.09 per month, commencing October 1, 1978

with interest thereon from date at the rate of eight 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:

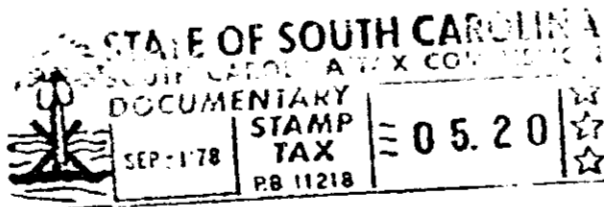
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the western side of Kenilworth Drive, being shown and designated as Lot 5 on a plat of Section Four, Wellington Green, made by Piedmont Engineers & Architects, October 2, 1968, recorded in the RMC Office for Greenville County in Plat Book WWW, Page 36, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the western side of Kenilworth Drive, joint front corner of Lots 5 and 6, and running thence along the common line of said Lots N 57-24 W 245.4 feet to a point at creek; thence running N 39-23 E 100 feet to a point; thence along the common line of Lots 4 and 5 S 60-02 E 223.05 feet to a point on the western side of Kenilworth Drive; thence along Kenilworth Drive S 26-58 W 110 feet to the point of beginning.

This mortgage is junior to that certain mortgage heretofore executed in favor of Security Federal Savings and Loan Association in the original amount of \$20,960.00, recorded in the RMC Office for Greenville County in Mortgage Book 1123, Page 517, said mortgage is presently held by South Carolina Federal Savings and Loan Association.

This is same property deeded to Mortgagor by deed from Jack E. Shaw Builders, Inc. as recorded on August 8, 1969 in Deed Book 873 at Page 393.

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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.