

1455 56

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE CO., S.C.

{ 12 256 P 12

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN.

JIMIE S. TANCKERSLEY

P.M.C.

WHEREAS, K. MAC JOHNSON AND LINDA K. JOHNSON

hereinafter referred to as Mortgagors is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY

hereinafter referred to as Mortgagee as evidenced by the Mortgagors promissory note of even date herewith, the terms of which are as follows: principal referred to as the sum of **FOURTEEN THOUSAND FOUR HUNDRED SEVENTY-SIX AND 80/100-----Dollars \$ 14,476.80** due and payable

In Sixty (60) equal monthly installments of Two Hundred Forty-One and 28/100 (\$241.28) Dollars beginning February 15, 1979 and continuing until paid in full.

8% per cent per annum from maturity with interest accruing from January 12, 1979 at the rate of 8% per cent per annum, to be paid AS SET OUT ABOVE.

WHEREAS, the Mortgagors may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagors 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 for other and further reasons which the Mortgagor may be indebted to the Mortgagor 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 Mortgagee in hand well and truly paid by the Mortgagee et al before the making and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to the present Mortgagee, forever, all and release unto the Mortgagee, its successors and assigns,

ALL that certain property consisting of lots of improvements thereon, or hereafter constructed thereon, situated, lying and being in the State of South Carolina, County of GREENVILLE, on the northwestern side of East Kenilworth Drive, being known and designated as Lots Nos. 40 and a portion of Lot 39 on a plat of Linsnate, made by Piedmont Engineering Service, 119 1/2, recorded in the PMC Office for Greenville County, South Carolina in Plat Book MM, at Pages 44 and 45 and having according to said plat the following notes and bounds, to-wit:

LOT 40:

BEGINNING at a point on the northwestern side of East Kenilworth Drive at the joint front corner of Lots 39 and 40 and running thence along the common line of said lots N. 80-12 W. 144.4 feet to a point; thence N. 08-12 E. 44.4 feet to an iron pipe; thence N. 08-12 E. 76.0 feet to a point; thence along the common line of Lots 40 and 41 N. 08-12 E. 100.7 feet to a point on the northwestern side of East Kenilworth Drive; thence along the said Kenilworth Drive S. 08-12 W. 76.7 feet to a point; thence still with Kenilworth Drive S. 08-12 W. 44.4 feet to the point of beginning.

PORTION OF LOT 40:

Beginning at a point on the northwestern side of East Kenilworth Drive at the joint front corner of Lots 39 and 40 and running thence S. 80-12 W. 70 feet to a point; thence continuing S. 80-12 W. 144.4 feet to a point, Brushy Creek as the line; thence running N. 08-12 E. 76.0 feet to a point, the joint rear corner of Lot 39 and Lot 40; thence along the line of Lot 40 S. 80-12 E. 144.4 feet to the point of beginning.

Derivation as to Lot 40: Deed Book 1030, Page 122 - Jack B. Shaw Builders, Inc. - 7/27/76.

Derivation as to portion of Lot 40: Deed Book 1030, Page 120 - Piedmont Land Co., Inc. - 8/10/76.

122-00.00

122-05.00

In other words all and singular rights, members, hereditaments, and appurtenances to the same belonging to any way incident or appendant thereto of the premises and profits which may arise or be had therefrom, and including all fixtures, plumbing, and heating fixtures, and any other fixtures which may be attached, or fitted thereto in any manner, it being the intention of the parties hereto that all fixtures, and any other fixtures which may be attached, or fitted thereto, 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 Mortgagee agrees that he lawfully seized of the premises hereinabove described in fee simple absolute, that it has good title thereto, and that the premises are free and clear of all liens and encumbrances of every kind, and that he will defend all and singular the said premises unto the Mortgagee, and the Mortgagee and all persons whom ever lawfully claiming the same or any part thereof.

RV-23

30

22

29

24