

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
MAR 9 4 06 PM '79  
DONNIE S. TANKERSLEY  
R.M.C.

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

WHEREAS, CHARLES G. SMITH and VERA C. SMITH,

(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

FORTY-ONE THOUSAND SIX HUNDRED TEN AND 24/100-----Dollars (\$ 41,610.24 ) due and payable

Per terms of note of even date herewith.

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ per centum per annum, to be paid:

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, at the northerly intersection of Castlewood Dr. and Hillsborough Dr. near the City of Greenville, S.C., being known as Lot 107, Map No. 1, Foxcroft, Sect. II, Final Plat revised in R.M.C. Office at 4N/36 & 37 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Castlewood Dr., said pin being the joint front corner of Lots 106 and 107 and running thence with the common line of said Lots, N. 63-35 W. 158.1-feet to an iron pin, the joint rear corner of Lots 106 and 107; thence with the joint line of Lots 107 and 108, S. 24-00 W. 170.4-feet to an iron pin on the northeasterly side of Hillsborough Dr.; thence with the northwesterly side of Hillsborough Dr., S. 60-48 E. 36.2-feet to an iron pin; thence continuing with said Drive, E. 59-44 E. 106-feet to an iron pin at the intersection of Castlewood Dr. and Hillsborough Dr.; thence N. 67-25 E. 31-feet to an iron pin on the northwesterly side of Castlewood Dr.; thence with the northwesterly side of Castlewood Dr., N. 19-34 E. 81-feet to an iron pin; thence continuing with said Drive, N. 25-23 E. 75-feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors by deed of F. Vandiver Tribble and Priscilla Tribble as recorded in the R.M.C. Office for Greenville County in Deed Book 999, at Page 709 on May 27, 1974.

This being junior in lien to that certain mortgage to Fidelity Federal Savings & Loan Association as recorded in the R.M.C. Office for Greenville County in Mortgage Book 1311, at Page 603, dated May 27, 1974, in the original amount of \$52,000.00 and having an approximate balance of \$49,749.83.

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STATE OF SOUTH CAROLINA  
GREENVILLE COUNTY  
DOCUMENTARY  
STAMP  
16.68  
P.S. 11218

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.

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