

Post Office Box 1329, Greenville, South Carolina 29602

FILED

NOV 21 4 03 PM '79

BOOK 1489 PAGE 60

STATE OF SOUTH CAROLINA } S. TANKERSLEY  
COUNTY OF GREENVILLE } R.M.C.

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

WHEREAS, JAMES O. SKELTON, JR., AND MARIAN T. SKELTON

(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

THREE THOUSAND EIGHT HUNDRED AND NO/100-----

----- Dollars (\$ 3,800.00 ) due and payable

DUE and payable 240 Days from date hereof.

with interest thereon from November 21, 1979 the rate of 15.5 per centum per annum, to be paid:  
240 Days from date hereof at maturity at the rate of 15.5 per cent per annum.

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

ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina in Butler Township being known and designated as Lot No. 37 of McSwain Gardens Subdivision, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book "GG", at Page 75 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern side of Mimosa Drive at the joint front corner of Lots Nos. 36 and 37 and running thence with the northwestern side of Mimosa Drive N. 55-04 E. 12 feet to a point; thence continuing with the northwestern side of Mimosa Drive N. 64-19 E. 75 feet to a point; thence following the curvature of the northwestern intersection of Mimosa Drive and McSwain Drive (the chord of which is N. 20-55 E. 36.4 feet) to a point; thence with the southwestern side of McSwain Drive N. 22-23 W. 136.5 feet to a point at the joint corner of Lots Nos. 37 and 38; thence S. 64-19 W. 119 feet to a point at the joint rear corner of Lots Nos. 36 and 37; thence S. 26-20 E. 163.3 feet to the point of beginning.

Derivation: Deed Book 1086, Page 45 - John W. Bolt - 8/24/78

SCTO -----2 NO21 79 1018

STATE OF SOUTH CAROLINA  
RECORDING TAX COMMISSION  
DOCUMENTARY  
STAMP  
NOV 21 1979

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.

0060

4328 RV-2