

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

D. S. C.
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MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Michael McDowell

(Hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company, Greenville, South Carolina

(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

Nine Thousand Seven Hundred Sixty-Three & 80/100 Dollars (\$9,763.80) due and payable in Sixty (60) monthly installments of One Hundred Sixty-Two and 73/100 (\$162.73) Dollars each; payable on the same date of each successive month commencing December 1, 1981; as noted in Note to Southern Bank and Trust Co., by Michael McDowell dated October 29, 1981.

with interest thereon from date at the rate of 17.99 (A.P.R.) 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:

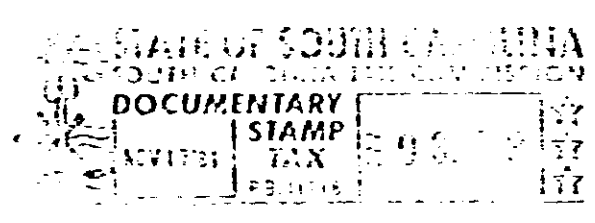
ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, near Paris Mountain Road, and being known as Lot No. 17 on a plat of a subdivision of land of E. E. Watson, which plat is recorded in Plat Book F at page 11, in the Office of the R. M. C. for Greenville County; the said lot having a frontage of 40 feet on Spruce Street, and running back in parallel lines 120 feet, and being 40 feet wide in the rear; and moreover, this is the same lot as appears at page 175, section 9, lot 124, in Tax District 235, as shown in the Block Book Department of the County Auditor's Office for Greenville County.

THIS is the property acquired by Robert Butler from Richard Butler by deed dated September 28, 1954; recorded September 29, 1954, as noted in Deed Volume 509 at page 157; Robert Butler died testate on or about July 7, 1980, as noted in Apartment 1636, File 9, devising the same to Alberta McDowell Butler, who died testate on November 28, 1980, as noted in Apartment 1636, File 8, Office of the Probate Judge for Greenville County; her heirs at law being three brothers, Waymond McDowell, Samuel McDowell, and Preston McDowell.

BEING the same property conveyed to Michael McDowell by Samuel McDowell and Preston McDowell, deed dated November 10, 1981; and recorded on November 17, 1981 in Deed Book 1158, Page 482, Office of the R. M. C. for Greenville County; and by Waymond McDowell, deed dated November 10, 1981; and recorded on November 17, 1981 in Deed Book 1158, Page 482, Office of the R. M. C. for Greenville County.

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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.

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