

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

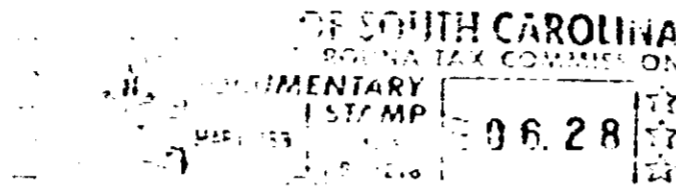
MAR 1 4 31 PM '83

DONNIE S. TANNER
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Sandra C. Lyda and Gene F. Lyda

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company,
P.O. Box 1329, Greenville, South Carolina 29602(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 Fifteen Thousand, Six Hundred Fifty-eight and
no/100ths Dollars (\$ 15,658.00) due and payable

with interest thereon from even date at the rate of per note per centum per annum, to be paid as set forth in said note

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, being known and designated as part of Lot 14 on plat of "Property of Harry H. Palm" made by W. J. Riddle, Surveyor, in May 1946 and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book B, Page 84, being more particularly described as follows:

BEGINNING at the joint front corner of Lots 13 and 14 at the western side of Poplar Drive (aka Brunswick Avenue) and running thence in a southerly direction with Poplar Drive 60 feet to the joint front corner of Lots 14 and 15; thence with the common line of Lots 14 and 15 N 67-15 W 90 feet to a point; thence in a northeasterly direction 60 feet to a point; thence with the common line of Lots 13 and 14 S 67-15 E 82 feet more or less to the point of beginning.

DERIVATION: This being the same property conveyed to Sandra C. Lyda by deed of Ruby Sue G. Duncan as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1076, Page 321, on March 31, 1978.

This mortgage is given by Sandra C. Lyda to secure the joint and several obligations of Gene F. Lyda and Sandra C. Lyda.

ALSO, all that piece, parcel, or lot of land, situate, lying and being on the west side of Brunswick Avenue being known and designated as Lot 13 and the back portion of Lot 14 of Property of Harry H. Palm, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book B, Page 84, and having the metes and bounds as shown thereon.

DERIVATION: This being the same property conveyed to Mortgagor by deed of Gene F. Lyda as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 858, Page 469 on December 30, 1968, and by deed of William Duncan as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 960, Page 352 on November 14, 1972.

This mortgage is junior and second in lien to that certain note and mortgage given to Carolina National Mortgage Company as recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1113, Page 55 on December 23, 1968.

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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