

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLEFILED  
GREENVILLE CO. S. C.MAR 14 2 05 PM '83  
DONNIE S. TANKERSLEY  
R.M.C.

BOOK 1597 PAGE 772

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

WHEREAS, David J. Upham and Linda Upham

(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 Fifteen Thousand Fifty and No/100-----

Dollars (\$ 15,050.00 ) due and payable

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference thereto.

~~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, the Mortgagee's heirs, 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, Saluda Township, having the following metes and bounds, to-wit:~~

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, the Mortgagee's heirs, successors and assigns:

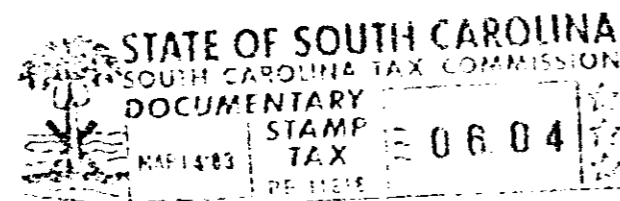
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Saluda Township, having the following metes and bounds, to-wit:

BEGINNING at an iron pin along the right-of-way of Beaver Dam Road and running thence N.29-30 W. 150 feet along said road to an iron pin; thence N.61-30 W. 241 feet along said Beaver Dam Road to an iron pin; thence N.32-00 E. 61 feet to an iron pin; thence N.86-00 E. 264 feet to an iron pin at the right-of-way of Terry Creek Road; thence S.28-50 E. 197 feet to an iron pin at the joint corner of Tract No. 1; thence S.66-00 W. 163 feet along line of Tract No. 1 to the beginning corner.

ALSO: ALL that piece, parcel or lot of land containing 1.13 acres, more or less, situate, lying and being on the western side of a County road between Terry Creek Road and Beaver Dam Road in Saluda Township, County of Greenville, State of South Carolina, being shown and designated on plat of property of Rufus O. Morgan made by Terry T. Dill, Surveyor, dated September 22, 1980, and recorded in the RMC Office for Greenville County in Plat Book 8-G at Page 9 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Ernest V. Chapman recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Mortgagee herein is P. O. Box 544, Travelers Rest, South Carolina 29690.



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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