

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

GREENVILLE FILED TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEP 26 11 00 AM '83
DONNIE R.H.C. ASLEY

WHEREAS, Charles E. Loftis and Mary B. Loftis

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust

(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 Four Hundred Eighty-four and 03/100 Dollars (\$3,484.03) due and payable

according to the terms of a note executed of even date herewith and incorporated herein.

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, and known and designated as Lot No. 39 on a plat of Abney Mills-Renfrew Mill which plat is recorded in the RMC Office for Greenville County in Plat Book QQ at Page 53 and according to a more recent survey by Carolina Surveying Company is shown as the property of Winona Madge Mendoza which plat is recorded in the RMC Office for Greenville County in Plat Book 5C at Page 132; said lot having such metes and bounds as shown on a said latter plat.

THERE is also included within the above description an easement for ingress and egress over adjoining properties as indicated on the plat recorded in Plat Book 5C at Page 132, said rights of way are intended to be appurtenant and no in gross.

THIS property is conveyed subject to easements, conditions, covenants, restrictions and rights-of-way which are a matter of record and actually existing on the ground effecting the subject property.

THIS is the identical property conveyed to the Mortgagors herein by deed of Winona Madge Mendoza June 14, 1979, recorded June 14, 1979 in Deed Book 1104, at page 783.

THE Mortgagor herein does hereby covenant and represent unto the said Mortgagee, its successors and assigns, that they are fully seized in fee of the property above-described, and that the property is free from all encumbrances except a mortgage to Bankers Mortgage (formerly Aiken-Speir, Inc.) and recorded June 14, 1979, in the RMC Office for Greenville County in Mortgage Book 1470, Page 201.

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.

3.5.0

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