GIERWILLE CO. C. C.

K. M.D.,

300K 1039 PAGE 365

MORTGAGE OF REAL ESTATE

county of Greenville Second Will.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Ben Marvin Smith, Jr.

(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 Eight Hundred - - - - - - - - - - - - - - Dollars (\$ 800.00) due and payable

as follows: \$24.71 on October 1, 1966 and \$24.71 on the 1st day of each month thereafter until paid in full

with interest thereon from date at the rate of 7 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereot is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, 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, Fairview Township and in the Town of Fountain Inn, known and designated on a Plat entitled "Drummond Beights, property of "rs. S. T. Drummond, Fountain Inn, S. C.", prepared by C. O. Riddle, Surveyor, in March 1955, of record in the R. M.C. Office for Greenville County, S. C., in Plat Book "BB", at page 92, as Lot No. 6, and having according to said Plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the North side of Babb Street, joint front corner with Lot No. 5, and running thence with Babb Street N. 85028 E. 68 feet to an iron pin, joint front corner with Lot No. 7 on said Street; thence with the joint line of said Lot No. 7 N. 4-32 W. 206.8 feet to an iron pin, back joint corner with Lot No. 7 on back line of Lot No. 9; thence S. 73-00 W. along the joint back lines of Lots Nos. 9 & 10 a distance of 69.8 feet to an iron pin, back joint corner with Lot No. 5 on back line of Lot No. 10; thence with the joint line of said Lot No. 5 S. 4-32 E. 191.8 feet to the beginning corner on Babb Street, and bounded by Babb Street, Lots Nos. 7, 9, 10 and Lot No. 5.
This being the same lot of land conveyed to the mortgagor by deed of Annie Mae O. Drummond on the 8th day of June, 1960, of record in the said R. M. C. Office in Deed Book 652, Page 246.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

R. M. C. FOR GREENVILE COUNTY S. S. O'CLOCK M. NO 74192

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