FILED or Mary 1:6 Adia 3 vito pro DONNIES. TANKERSLEY

at Law, Greenville, S. C.

800x 1277 PAGE 649

STATE OF SOUTH CAROLINA COUNTY OF Greenville

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

WHEREAS,

We, Albert C. Nimmons and Marie A. Nimmons

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

Southern Bank and Trust Company, Piedmont, S. C.

(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

One thousand four hundred twelve and 40/100---Dollars (\$ 1,412.40) due and payable in twenty - four monthly installments of \$58.85 each, the first of these due and payable on June 22, 1973 with a like amount due on the same day of each month thereafter until entire amount is paid in full.

with interest thereon from

per centum per annum, to be paid:

in advance

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 scaling 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 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 in Grove Township, and having the following

metes and bounds, to wit:

Beginning on a stone at the Southeast corner of property herein conveyed and running thence S. 82-12 W. 21.75 chs. to a point in the center of S. C. State Highway No. 29; thence N. 24 E. 15,61 chs. to a point in the said highway; thence S. 87 1/2 E. 5.20 chs. to an angle in gully on the east bank of or side of P. N. Railway; thence with the gully S. 65 1/2F. 4.00 chs to an angle in gully; thence due East 4.00 chs. to a stake; thence S. 17 1/2 F. 10.50 chs. to the beginning corner and containing 17.6 acres more or less.

Bounded on the North by Robert Lee Traynum, on the East by T. D. Bennett, on the West by the center of said highway, on the South by T. D. Bennett. This is the same property conveyed to J. B. Brookie by J. C. Garrison et al by deed recorded in deed book 539, page 304, Greenville County R. M. C. Office and the road reserved in that deed is hereby reserved in this conveyance and subject to the same.

This is the same property conveyed to Albert C. Nimmons and Marie A. Nimmons by deed of J. B. Brookie, deed dated July 12, 1961, said deed recorded in the R. M. C. Office for Greenville County in Book 678 of Deeds, page 87.

Personally appeared before me Charles T. Kimbo who under his own oath states that he was present at the closing of the within transaction as loan officer, that the full consideration thereof is of his own knowledge the sum of \$1,412.40 and that he saw the statutory amount of South Carolina documentary stamps affixed to the note which this mortgage secures.

Given under my hand and seal this 10

day of May, 1973

My comm. expires 7.24.79

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apper-taining, and all of the tents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attacked, 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, he 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 Mostgacor covenants that it is iswfully seized of the premises hereinabove described in fee simple absolute, that it has good right and it liwfully authorized to sell, convey or encamber the same, and that the premises are free and clear of all liens and encumirances except as provided becom. The Mostgager further economics to warrant and forever defend all and singular the said premises unto the Mutgager forever, It in and against the Mortgagor and all persons whomswever lawfully claiming the same or any part thereof.