

FILED
GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF Greenville
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, Joe W. Hiller

(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 Fifty Thousand and no/100-----
Dollars (\$50,000.00) due and payable

on demand

with interest thereon from date at the rate of 9 per centum per annum, to be paid: quarterly.

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, lying and being on the western side of Lake Circle Drive, and having, according to a plat entitled "Survey for Joe W. Hiller" by Carolina Surveying Co. dated July 17, 1973, and revised March 24, 1975, the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of Lake Circle at the joint front corner of property herein conveyed and other property belonging to Joe Hiller, and running thence with line of property of Joe W. Hiller S. 80-22 E. 409.5 feet to a point in property now or formerly belonging to Cass; thence with the line of Cass property S. 9-52 E. 37 feet; thence still with the line of property now or formerly belonging to Cass S. 0-15 E. 63 feet to a point; thence N. 80-00 W. 399.7 feet to a point on the eastern side of Lake Circle Drive; thence with the eastern side of Lake Circle Drive N. 9-37 100 feet to the point of beginning.

THIS IS A FIRST MORTGAGE ON THE ABOVE DESCRIBED PROPERTY.

ALSO: ALL that certain piece, parcel or lot of land lying and being on the southwesterly side of Altamont Road on Paris Mountain, in the Paris Mountain Township, in Greenville County, S.C., shown as a portion of Section B on plat of Paris Mountain - Caesar's Head Company, made by Pickell and Pickell Engineers, and having according to a more recent survey made by J.C. Hill, Surveyor, on September 16, 1947, the following metes and bounds, to-wit:

BEGINNING at a nail in a cap on the southwesterly edge of Altamont Road at the northwesterly corner of property now or formerly of Mabel B. Derrick, and running thence with the Derrick line S. 67-30 W. 269.1 feet to a stake; thence N. 22-24 W. 267.3 feet to a stake; thence N. 63-50 E. 352.8 feet to a nail in cap on the southwesterly edge of Altamont Road; thence with said Altamont Road S. 17-20 E. 100 feet to a point; thence with said Road S. 12-15 E. 100 feet to a point; thence with said Road S. 9-50 E. 100 feet to the point of beginning.

THIS IS A SECOND MORTGAGE ON THE ABOVE DESCRIBED PROPERTY.



Together with all and singular rights, members, hereditaments, 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 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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