MORTGAGE OF REAL ESTATEGREEN VILLENCE, Sel Granly Street, Greenville, S. C.

806x 1373 PAGE 602

STATE OF SOUTH CAROLINA JUL 26 11 29 AH '76 COUNTY OF GREENVILLE

CONNIE S. TANKERSLEY

R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Rose Babb WHEREAS.

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

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated Two thousand five hundred fifty=nine and 84/100 herein by reference, in the sum of

Dollars (\$ 2,559.84) due and payable

Fifty-three and 33/100 (\$53.33) Dollars per month beginning August 1, 1976 and each month thereafter, for a total of 48 monthly payments.

maturity at the maxium legal rate

WHEREAS, the Mortgagor may bereafter 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 situate, lying and being in the State of South Carolina, County of Greenville, Greenville Township, about three miles from Greenville County Courthouse near the settlement known as Freetown, on the West side of Alice Avenue, being a portion of the property of Robert Wilson as shown on a plat recorded in the R.M.C. Office for Greenville County in Plat Book C, at page 55, and having, according to a plat of the property of Earnest and Rose Babb prepared by Piedmont Engineering Service, February 11, 1950, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Alice Avenue at the corner of property belonging to Heyward, which pin is 312 feet from the center line of an unnamed drive leading to Graceland Cemetery, and running thence along the Heyward line, S. 76-30 W. 144 feet to an iron pin on the joint line of properties of the said Heyward and the mortgagor, herein; thence along the line of other property belonging to Leatha Wilson, S. 13-30 E. 60 feet to an iron pin; thence continuing along the line of other property belonging to Leatha Wilson N 76 - 30 E. 144 feet to an iron pin on the western side of Alice Avenue; thence along the Western side of Alice Avenue, N. 13-30 W. 60 feet to the beginning corner.

This is the same property conveyed to Rose Babb by Leatha Wilson by deed dated Pebruary 28, 1950 recorded in the R.M.C. Office for Greenville County in Deed Book 403 at page 545.

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 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 bereinabove 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 Mortgages forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

A CONTRACTOR OF THE PARTY OF TH

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgage so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not the Mortgage debt, whether due or not.

THE STREET WAS ASSESSED TO THE PARTY OF THE