FILED
GREENVILLE CO. S. C.

BOOK 1385 PAGE 160

DEC 14 4 32 PM '75
DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Alphonse B. Lamontagne and Carol A. Lamontagne

(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

Nine Thousand Eight Hundred Twenty-Five and no/100----------Dollars ($9,825.00) due and payable
To be payable in the amount of One Hundred Sixty-Three and 75/100, ($163.75) commencing on the 15th day of January, 1977 and on the same date of each consecutive month thereafter until paid in full with interest and thereon after maturity at the maximum legal rates.

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 situate on the Northwest side of Browning Drive near the City of Greenville and being shown as Lot No. 29 on plat of Boiling Springs Estates recorded in the RMC Office for Greenville County, S. C. in Plat Book YY, at pages 14 and 15 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northwest side of Browning Drive at the joint front corner of Lots Nos. 28 and 29 and running thence along the line of Lot No. 28, N. 11-30 E. 450.3 feet to a point in the center of Brushy Creek; thence along the center of Brushy Creek, the traverse line being N. 65-54 W. 53.2 feet to a point in the center of said creek; thence S. 53-59 W. 525 feet to an iron pin; thence S. 52-10 W. 68.3 feet to an iron pin; thence with the line of Lot No. 30, S. 46-25 E. 272.1 feet to an iron pin on the Northwest side of Browning Drive; thence with the curve of Browning Drive (the chord of which is N. 49-03 E. 49.9 feet) to an iron pin; thence still with the curve of Browning Drive (the chord being N. 65-36 E. 99.2 feet) to an iron pin; thence still with the curve of Browning Drive (the chord of which is N. 88-42 E. 112 feet) to the beginning corner.

THIS is a new second mortgage and is junior to a first mortgage executed to Fidelity Federal Savings and Loan Association and recorded in the RMC Office for Greenville County in Mortgage Book 1246, at page 177.

THIS property was conveyed by James H. Linch, Jr. to Alphonse B. Lamontagne and Carol A. Lamontagne by deed dated August 23, 1972 and recorded in the RMC Office for Greenville County, South Carolina in Deed Volume 952, Page 588.

DOCUMENTARY STAMP TAX
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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 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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