306 E. North Street
Greenville, S. C.
MORTGAGE OF REAL ESTATE—Prepres by RUEY AND RILEY, Attorneys at Law, Greenville, S. C. 1398 11140

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS,

DONALD N. BAUN and HARRIET K. BAUN

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY 306 E. North Street, Greenville, 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

with interest thereon from

date

at the rate of nine (9%) 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 tixes, 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 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 bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southeasterly side of Altacrest Drive, near the City of Greenville, South Carolina, being designated as Lot No. 54 on plat entitled "Extension of Brookforest" as recorded in Plat Book QQ, page 17, and having according to said plat the following metes and bounds, to-wit:

BEGINNING AT AN IRON PIN ON THE SOUTHEASTERLY SIDE OF Altacrest Drive, joint front corner of Lots 54 and 55 and running thence along the common line of said Lots S 37-11 E. 140 feet to an iron pin; running thence S. 52-49 W. 138.5 feet to an iron pin in the rear line of Lot No. 52; thence along the rear line of Lot No. 52 N. 15-02 W. 49.9 feet to an iron pin joint rear corner of Lots 52 and 53; thence along the rear line of Lot 53 N. 15-02 W. 119.6 feet to an iron pin on Altacrest Drive; thence along said Drive N. 82-36 E. 28.4 feet to an iron pin; thence continuing with said Drive N. 72-24 E. 48.4 feet to an iron pin the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of Dorris W. Irion, dated July 25, 1975, recorded July 25, 1975 in the RMC Office for Greenville County, South Carolina, in Deed Volume 1021 at page 800.

This mortgage is second and junior in lien to the one to First Federal Savings & Loan Association, recorded in Mortgage Book 1244 at page 756, executed by the mortgagors herein, in the original amount of \$30,500.00.

STATE OF SOUTH CAROLINA TAX COMMISSION DOCUMENTARY STAMP TAX E 0 5. 2 0 \$\frac{1}{12}\$

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