**MORTGAGE OF REAL ESTATE -**

FILED GREENVILLE CO. S. C. eoox 1438 - an 385

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLEE B (1)

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN: DONNIE S. TANKERSLEY

R.M.C.

WHEREAS, Joe M. Rhoden and Dorothy J. Rhoden

thereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & 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 Five Thousand Six Hundred Forty-six and no/100 ------Dollars (\$ 5,646.00 ) due and payable

according to the terms thereof, said note being incorporated herein by reference.

XXXXXXXXXXX

ZÓVKZEJÓNEK KOKOKOKOKOKOKOKOKOK

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, on the East side of the South Saluda River; West side Sherwood Road, near Phillips Lake, being shown as Lots Nos. 6 and 7 on a plat of survey made by R.B.Bruce, Surveyor, dated June 8, 1957, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on west side of Sherwood Road, joint corners of Lots 7 and 8-A and running N.39-25E. 38 feet to a point on bank of said river; thence along the river N.72-24W. 83.8 feet to an iron pin; thence with said river N.62-30W. 87 feet to iron pin; thence N.40-00E. 104.6 feet to a point on said road; thence following roads S.46-42W. 85 feet to an iron pin; thence contonuing with said roads S.42-05E. 77.9 feet to the point of beginning.

THIS is the same property as that conveyed to Mortgagors by deed of Bill Robertson, Jr. and Marjorie R. Robertson recorded in the Greenville County RMC Office on  $\frac{\partial}{\partial \theta} / \frac{\partial \theta}{\partial \theta}$ in Deed Book 1097 at Page 432

THE mailing address of the Mortgagees is: P.O. Box 544 Travelers Rest, S.C. 29690

4

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 such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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 heireinabove described in see 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.