MORTGAGE OF REAL ESTATE—Prepared by WH.KINS & Attorneys at Law, Greenville, S. C. 1402 PASE 970

STATE OF SOUTH CAROLINA

COUNTY OF CREENVILLE

22 PAGE 22 PAGE 370

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE OF HEAL ESTA

JANICE K. PENLAND WHEREAS,

SOUTHERN BANK AND TRUST COMPANY (hereinafter referred to as Mortgagor) is well and truly indebted unto

(hereinaster 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 ELEVEN THOUSAND FIVE HUNDRED EIGHTY-ONE and 20/100--

---- Dollars (\$ 11,581.20) due and payable IN SIXTY(60) MONTHLY INSTALLMENTS OF \$193.02 EACH, ALL PAYABLE ON THE SAME DATE OF EACH SUCCESSIVE MONTH COMMENCING May 15, 1979, UNTIL SAID INDEBTEDNESS IS PAID IN FULL. INTEREST HAS BEEN COMPUTED AND ADDED TO THE PRINCIPAL.

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's heirs, 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, being known and designated as Lot No. 129 as shown on plat of Northwood Hills, Section III, in plat book "YY" at page 37 of the RMC Office for Greenville County, S.C., and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Trafalgar Road, the joint front corner of Lots 129 & 130, and running thence with the joint line of said lots, N. 5-00 W. 175 feet to an iron pin joint rear corner of lots 129, 130, 134, 135, and running thence with the joint line of lots 129 and 135, N. 83-10 E. 132.7 feet to an iron pin joint rear corner of lots 128 à 129; thence with the joint line of said lots S. 4-00 E. 175 feet to an iron pin on the north side of Trafalgar Road; thence with the north side of said road S. 83-06 W. 130 feet to the point of beginning.

THIS is the same property conveyed to the mortgagor by Robert K. Hester and Ernestine Hester by deed dated February 2, 1978 and recorded February 3, 1978 in deed volume 1073 at page 148 of the Office of the R.M.C. for Greenville County, S.C.

MORTGAGEE'S ADDRESS:

Southern Bank & Trust Company **SPO** Box 544 OTravelers Rest, South Carolina 29690

DOCUMENTARY

ġ

8

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 Mertgagor covenants that is 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.