STATE OF SOUTH CAPCLING TO S.C.

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COUNTY OF Greenville TO ALL WHOM THESE PRESENTS MAY CONCERN:

MARCHAER SLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WALTER W. JACOBS and JEAN B. JACOBS

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

IN 181 DAYS

 $\begin{array}{c} A.P.R. \\ \text{with interest thereon from date at the rate of } 12 & \text{per centum per annum, to be paid.} \ as above stated \\ \end{array}$

WHEREAS, the Nortgagor may bereafter become indebted to the said Mortgagoe for such further sums as may be advanced to or for the Nortgagor's account for texes, 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 Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and trufy gaid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has gramed, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, its successors and assigns:

"Att that certain piece, parcel or lot of land, with all improgrements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being known and designated as Lot No. 213 on Plat of Pebblecreek, Phase 1, recorded in the RMC Office for Greenville County in Plat Book 5D, Page 5, and also shown on a more recent survey entitled, "Property of Walter W. Jacobs and Jean B. Jacobs" prepared by Freeland & Associates, dated June 1, 1979 and recorded in the RMC Office for Greenville County in Plat Book 7H, Page 51, and having, according to the more recent plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the eastern side of Roberts Road, joint front corner of Lots 213 and 214 and running thence with the common line of said lots, N 33-43 E 180.89 feet to an iron pin; thence turning and running S 9-10 E 187.0 feet to an iron pin on the northerly side of Stalling Road; thence turning and running along Stalling Road, S 37-05 W 124.22 feet to an iron pin; thence N 78-48 W 21.84 feet to an iron pin; thence turning and running along the eastern side of Roberts Road, N 14-42 W 133.34 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Hamlett Builders, Inc. recorded in Deed Book 1105, Page 327 in the RMC Office for Greenville County on June 22, 1979.

This mortgage is second and junior in rank to that mortgage in favor of First Federal Savings and Loan Association in the original amount of \$55,000.00 recorded in the RMC Office for Greenville County on June 2^2 , 1979 in Mortgage Book 1^{1471} , Page 68.

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Together with all and singular rights, members, herditaments, and appurtecances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 hereinabove described in fec simple absolute, that it has good right and is lawfully authorized to sell, convey or encumbes 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 Mortgagoe forever, from and against the Mortgagor and all persons whomspever fawfully claiming the same or any part thereof.

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