FILED GREENVILLE, CO. S. C.

800# 1371 FACE 998 43 agt 781

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

800K MORTGAGE OF REAL ESTATE) Jul 2 3 40 PH '76 SOUNDE S. TANKERSLEYTO ALL WHOM THESE PRESENTS MAY CONCERN: R.H.C.

WHEREAS,

WALTER DIEHL

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

(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 FOURTEEN THOUSAND THREE HUNDRED FIFTY FIVE AND NO/100-----

Dollars (\$14,355.00) due and payable

in sixty (60) monthly installments of Two Hundred Thirty Nine and 25/100 (\$239.25) Dollars beginning August 15, 1975

DOWNIE S. TANKERSLE'I

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 fatures now or hereafter attached, connected, or fitted thereto in any manners 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 beirs, 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 herein, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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