## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Edward J. Howard

(hereinafter referred to as Mortgagor) is well and truly indebted un to Southern Bank and Trust Company, Greenville, South Carolina

(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

Six Hundred Ninety Nine and 60/100

Dollars (\$ 699.60

) due and payable

\$58.30 on the 30th day of June, 1964 and \$58.30 on the 30th day of each succeeding month thereafter until paid in full

with interest thereon from safe at the rate of 6%

per centum per annum, to be paid: annually

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 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 truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, 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 Harbor Drive, near the City of Greenville, in Greenville County, S. C., being known as Lot 38 on Plat of 'ake Harbor, made by Dlaton and Neeves, Engineers, May 1958, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book "MM" at Page 15, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Harbor Drive at joint front corner of Lots 37 and 38 and runs thence along the line of Lot 37, N. 78-05 E., 186.7 feet to an iron pin; thence S. 5-35 E. 100.6 feet to an iron pin; thence along the line of Lot 39, S. 78-05 W. 175.6 feet to an iron pin on the East side of Harbor Drive; thence along Harbor Drive, N. 11-55 W., 100 feet to the beginning corner.

This is a portion of the property conveyed to R. M. Gaffney, as Trustee under Trust Agreement entered into December 17, 1957, between R. M. Gaffney as Trustee and S. & M. Real Estate Company, Inc., et al, by Harold R. Turner Jr., by Deed dated December 17, 1957 and recorded in the R. M. C. Office for Greenville, County, S. C. in Deed Book 590 at Page 40 and this deed is made pursuant to the authority vested in him under said deed.

Also this the identical property conveyed to Edward J. Howard by deed of R. M. Gaffeny as Trustee under Trust Agreement entered into December 17, 1957 between R. M. Gaffeny as Trustee and S. & M. Real Estate Company, Inc., deed dated October 10, 1963 and reocrded in the R. M. C. Office for Greenville County, S. C. in Deed Book 733 at Page 486.

Together with all and singular rights, members, herditaments, and appurtenances 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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

Paid in Full and Satisfied this 29 th day of June, 1965.

Witness:

Bettie C. Markham by: Larry J. Bishop

Virginia McCuen

DAY OF July 1865

LIE Farnsulath

B. W. C. FOR GREENVILLE COUNTY. B. C.

172: 0. C. COCK P. M. NO 753