STATE OF SOUTH CAROLINA

OCT1 1970

BOOK 1168 PAGE 181

MORTGAGE OF REAL ESTATE

COUNTY OF Greenville

OTALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

We, Albert C. Nimmons and Marie M. Nimmons

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Southern Bank and Trust Company, Piedmont, S. C.

(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

One thousand three hundred thirty-nine and 20/100---- Dollars (\$ 1,339.26) due and payable in twenty - four (24) monthly installments of \$55.80 each, the first installment being due and payable on November 8, 1970, and a like sum on the corresponding day of each and every calendar month thereafter until the whole of said debt is paid in full

with interest thereon from date at the rate of 7% per centum per annum, to be paid: in advance

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, bargained, 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, in Grove Township, and having

the following metes and bounds, to wit:

BEGINNING on a stone at the southeast corner of property herein conveyed and running thence S 82-12 W 21.75 chains to a point in the center of S. C. Highway No. 29; thence N. 24 E 15.61 chs. to a point in the said highway, thence 87 1/2 E 5.20 chs. to an angle in gully on the east bank of or side of P. N. Railway; thence with the gully S. 65 1/2 E. 4.00 chs. to an angle in gully; thence due East 4.00 chs to a stake; thence S. 17 1/2 E. 10.50 chs. to the beginning corner and containing 17.6 acres more or less.

Bounded on the North by Robert Lee Traynum, on the Fast by

T. D. Bennett, on the West by the center of said highway, on the South by T.D. Bennett.

This is the same property conveyed to J. B. Brookie by J. C. Garrison et al by deed'

recorded in Deed Book 529, page 304, Greenville County R. M. C. Office and the road

reserved in that deed is hereby reserved in this conveyance and subject to same.

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.

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