MORTGACE OF REAL ESTATE-Brissey, Attorneys at Law, Justice Building, Greenville, S. C. STATE OF SOUTH CAROLINA MORTGAGE OF REAL ESTATE COUNTY OF FARHS WORTHTO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Arthur James Mauldin WHEREAS,

Southern Bank and Trust Company of Greenville, S. C. (hereinafter referred to as Mortgagor) is well and truly indebted unto

4417

(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 -----Four Thousand Two Hundred Sixty Eight and 88/100----- Dollars (\$ 4,268.88 in thirty-six (36) monthly payments of \$118.58, commencing on or before the 1st day of May , 1971,

with interest thereon from

maturity

at the rate of Seven (7%) per centum per annum, to be paid:

on demand

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 scaling 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, 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 northern side of Terrace Lane, being shown and designated as Lots Nos. 39 and 40 of Terrace Acres Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book 000, at Page 126 and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the northern side of Terrace Lane at the joint front corner of Lots 38 and 39 and running thence N. 28-45 W. 400 feet to a point; thence running N. 61-15 E. 600 feet to a point; thence running along the rear lines of Lots 45, 44 and 43 S. 22-30 E. 551.9 feet to a point; thence along the common line of Lots 40 and 41 S. 72-0 W. 351.7 feet to a point on the northeastern side of Terrace Lane; thence following the curve of said Terrace Lane, the chords of which are: N. 31-47 W. 75 feet, N. 76-0 W. 75 feet, S. 62-35 W. 75 feet, and S. 24-48 W. 75 feet, to the point of beginning.

ay incident or appear ming, 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 such fixtures and equipment, other han 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 heireinabove 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 heis 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.