

Ashmore & Haas

MORTGAGE OF REAL ESTATE ~~MOCKED OFF~~, Attorneys at Law, Justice Building, Greenville, S. C.

BOOK 1222 PAGE 385

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE COUNTY MORTGAGE OF REAL ESTATE

FEB 16 10 37 AM '72

TO ALL WHOM THESE PRESENTS MAY CONCERN:
OLLIE FARNSWORTH
R. M. C.

WHEREAS, I, William E. Heath, Jr. -----

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Southern Bank & Trust Company

(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 Twenty Thousand and No/100 -----

as set out in said note Dollars (\$ 20,000.00--) due and payable
\$334.00 per month beginning/~~XXXXXX~~ and a like payment ~~XXXXXX~~
~~XXXXXX~~ each month thereafter until paid in full, payments to be applied first to interest, then to principal

with interest as stated in said note.
~~XX~~

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 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 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, near the City of Greenville, on the western side of Augusta Road, known as 3440 Augusta Road, consisting of seventy-five (75) front feet and having an average depth of four hundred (400) feet more or less, together with the improvements thereon and being more particularly described as follows:

BEGINNING at an ironpin on the western side of Augusta Road, said iron pin being the joint front corner of the property now or formerly belonging to David G. Traxler and running thence along said Road N. 1-02 W. 75 feet to a point; thence in a southwesterly direction 454 feet more or less to a point on the western boundary of property herein described and property now or formerly belonging to William Ed Delisk; thence S. 28-08 E. 60 feet to corner of property now or formerly belonging to David G. Traxler; thence N. 70-23 E. 416.2 feet more or less to an iron pin, point of beginning. (The second course and distance stated "thence in a southwesterly direction 454 feet more or less to a point on the western boundary of property herein described and property now or formerly belonging to William Ed Delisk" is N. 68-37 E, 451.79 feet.)

This mortgage is junior in priority of lien to that certain mortgage recorded in the R.M.C. Office for Greenville County in Mortgage Book 1126 at page 55.

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 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.