

STATE OF SOUTH CAROLINA) 11 36 AM '77
 COUNTY OF GREENVILLE) S. TANKERSLEY
 R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Charles A. Baker and Emily E. Baker

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and 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 Nine Thousand Three Hundred Twenty Five and No/100**
 ----- Dollars (\$ 29,325.00) due and payable

according to the terms thereof said note being incorporated herein by reference

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, in Farmette Heights near Travelers Rest, South Carolina, and shown on plat prepared by Carolina Engineering and Surveying Co. dated December, 1964, recorded in Plat Book KKK, Page 17, in the R. M. C. Office for Greenville County, as Lot No. 2 and located on Farmington Road, and according to said plat, having the following courses and distances, to-wit:

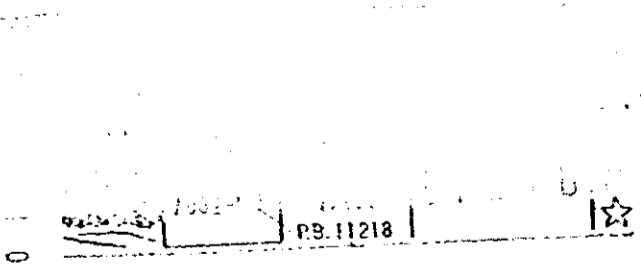
BEGINNING at a point on Farmington Road at the joint corner of Lots No. 1 and 2, and running thence N. 65-04 E. 400.0 feet to the joint corners of Lots 1, 2, and 3; thence S. 24-56 E. 400.0 feet to a point on Lands End Drive; thence with Lands End Drive, S. 65-04 W. 400.0 feet; thence with bend N. 20-04 W. 35.3 feet; thence N. 24-56 W. 400.0 feet to the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements, and rights-of-way appearing on the property and/or of record.

This is the same property as that conveyed to the Mortgagors herein by deed from McLain Hall, Trustee, dated July 28, 1970, and recorded in the R. M. C. Office for Greenville County in Deed Book 895 at Page 357 on August 4, 1970.

This Mortgage is second and junior to that certain mortgage to the Bank of Greer recorded in the R. M. C. Office for Greenville County in Mortgage Book 1039 at Page 828 and having an original balance of \$9,205.20.

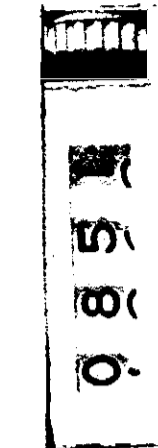
The mailing address of the Mortgagee herein is P. O. Box 544, Travelers Rest, South Carolina 29690



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.



4328 RV-2