

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

GREENVILLE CO. S.

MORTGAGE OF REAL ESTATE

IN ALL WHERE THESE INSTRUMENTS MAKE MENTION

WHEREAS I, Billy E. Allen

hereafter referred to as Mortgagor, do hereby indebted to

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

hereafter referred to as Mortgagee, as evidenced by the Mortgage promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Ten thousand four hundred eighty - seven and 20/100----- Dollars \$ 10,487.20 value and payable in monthly installments of \$132.90 each, to be applied first to interest with balance to principal, the first of these due on December 15, 1977 with a like amount due on the 15th day of each calendar month thereafter until entire amount is paid in full.

with interest thereon from date 1977 4 9 per annum payable in the sum of monthly

WHEREAS, the Mortgagee may hereafter be required to pay the said Mortgagee for all other sums which are charged to the Mortgagee's account for taxes, insurance premiums, public utility payments, repairs, and other charges.

NOW, KNOW ALL MEN, That the Mortgagee in consideration of the amount of \$10,487.20 and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee 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 Mortgagee in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the said Mortgagor has granted, sold, aliened, conveyed, released, and by these presents does grant, bargain, sell and release unto the Mortgagee, his heirs and assigns, all and singular the premises hereinafter described, and by these presents does grant, bargain, sell and release unto the Mortgagee, his heirs and assigns, all and singular the premises hereinafter described, and by these presents does grant, bargain, sell and release unto the Mortgagee, his heirs and assigns, all and singular the premises hereinafter described, and by these presents does grant, bargain, sell and release unto the Mortgagee, his heirs and assigns, all and singular the premises hereinafter described.

ALL that certain piece, parcel or lot of land with the improvements thereon, hereinafter described, situate, lying and being in the State of South Carolina, County of

All those pieces, parcels or lots of land situate, lying and being in Gantt Township, Greenville County, South Carolina, being shown as portions of

Lots Nos. 16, 17, 18 and the western halves of Lots. Nos. 19 and 20 on a plat of OAKVALE TERRACE which plat is recorded in the R. M. C. Office for Greenville County in Plat Book M at page 151, and having, according to a more recent survey, entitled Property of Billy Allen, prepared by R. B. Bruce, RLS, dated Sept. 28, 1976, which plat is recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 5W at Page 45, and having, according to said plat, the following metes and bounds, to - wit :

BEGINNING at an iron pin on the northern side of Davis Road and running thence N. 20-00 E. 226.2 feet to an iron pin in the property line of Lot. No. 15; thence running with the property line of Lots Nos. 15 and 21 S. 72-45 E. 150 feet to an iron pin; thence S. 18-48 W. 180.6 feet to an iron pin on the northern side of Davis Road; thence running with said road N. 88-30 W. 162 feet to an iron pin; the point of beginning.

This is the same property conveyed to Billy E. Allen by deed of William Anthony Rogers dated October 21, 1976 recorded in the Office of RMC for Greenville County in Book 1044, page 970, recorded October 22, 1976.

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Together with all and singular rights, members, tenements, 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 Mortgagee covenants that it is lawfully seized of the premises hereinafter described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey, or otherwise dispose of the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons who may ever lawfully claim the same or any part thereof.

4328 (RV-2)