

306 East North Street
Greenville, S. C. MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

BOOK 1448 PAGE 598

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, James R. McClain and Ellen Josephine M. McClain,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company, Greenville, South Carolina,

(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 Five Thousand Seven Hundred Ninety and 60/100 Dollars (\$ 5,790.60) due and payable

in accordance with the terms contained in a promissory note executed herewith

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

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 Bates Township, located on the northerly side of a County road and being more particularly described according to a survey and plat of property of James R. McClain and Ellen Josephine M. McClain made by Terry T. Dill, Surveyor, dated October 2, 1978, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of a County road, which pin is located 370 feet East of the intersection of said County road with Jones Kelley Road and running thence N. 36-20 W. 1215 feet to an iron pin; thence N. 53-00 E. 73 feet to an iron pin; thence S. 47-07 E. 1132 feet to an iron pin in the center of a County road; thence along the center of said County road, the following courses and distances: S. 15-58 W. 100 feet to an iron pin; S. 40-01 W. 100 feet to an iron pin, S. 43-57 W. 110 feet to an iron pin, the BEGINNING corner, and containing 5 acres, more or less."

Being the same property this date conveyed to the Mortgagors by Deed of Bunion Bowers and recorded in the R.M.C. Office for Greenville County on the 6 day of October, 1978, in Deed Book 1089, at Page 448.

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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.

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