

RICHARDSON AND JOHNSON, P. A., Attorneys At Law, Greenville, S. C. 29602

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Reggie Gaither London and Jamie T. London

(hereinafter referred to as Mortgagor) is well and truly indebted unto 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 Seventy-five Thousand and 00/100

Dollars (\$ 75,000.00) due and payable

according to terms of promissory note executed of even date herewith,

with interest thereon from date at the rate of 12% per centum per annum, to be paid: Monthly

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, being known and designated as Lot 96, according to Plat of Colonial Hills, Section No. 5, prepared by Piedmont Engineers and Architects, Greenville, South Carolina, on October 18, 1966, as recorded in Plat Book QQ, at page 21 in the RMC Office for Greenville County, South Carolina, and having, according to a more recent survey of Property of Daniel W. Reynolds, Jr. by Jones Engineering Service, dated March 26, 1974, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northerly side of Fairford Circle at joint front corner of Lots 96 and 97; and running thence along said joint line N. 38-31 W. 197.6 feet to an iron pin; thence N. 62-11 W. 6.75 feet to an iron pin at the joint rear corner of Lots 95 and 96; thence S. 6-45 W. 175.6 feet along the joint line of the said lots to an iron pin on Fairford Circle; thence along Fairford Circle S. 83-15 E. 89.3 feet to an iron pin; thence further along said Circle N. 72-03 E. 46.4 feet to an iron pin; thence further along said Circle N. 51-56 E. 24.3 feet to an iron pin, at the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Ratterree-James Insurance Agency, dated December 22, 1975, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1029, at Page 238 on December 22, 1975.

It is understood and agreed that this is a third real estate mortgage on the above referenced property, being junior to the lien of the first mortgage to C. Douglas Wilson & Company, dated May 28, 1974, and recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1305, at Page 543 on May 28, 1974 in the original principal amount of \$26,200.00; and mortgage to Bank of Greer, dated December 28, 1978, and recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1457, at Page 138, on February 8, 1979, in the original principal amount of \$20,000.00.

RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, S. C. IN MORTGAGE BOOK 1457, AT PAGE 138, ON FEBRUARY 8, 1979.

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 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.