

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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CO. S. C.
SEP 17 4 23 PM '79
SHERIFF
WHEATERSLEY
S.H.C.

BOOK 1488 PAGE 415

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ROBERT E. HART AND LOIS S. HART

(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 FOUR THOUSAND ONE HUNDRED ELEVEN AND 20/100

Dollars (\$ 4,111.20) due and payable

in 48 monthly installments of \$85.65 each, all payable on the same date of each successive month commencing October 22, 1979 until said indebtedness is paid in full.

with interest thereon ~~as~~ as shown on note at ~~XXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~

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 No. 18, Section 3 of Greenfields Subdivision as shown on plat recorded in the RMC Office for Greenville County in Plat Book GG at Page 93 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the eastern side of Dolphin Street, joint corner of Lots 18 and 19 and running thence N. 82-45 E. 134.3 feet to an iron pin on the right-of-way to Railroad leading to Greenville Army Air Base; thence with said right-of-way, N. 5-36 W. 80 feet to an iron pin; thence with said lots, S. 82-45 W. 136.6 feet to an iron pin on the east side of Dolphin Street; thence with Dolphin Street, S. 7-15 E. 80 feet to the beginning corner.

This is the same property conveyed to the mortgagors by Deed of John R. Hutchens and Kathryn F. Hutchens recorded July 30, 1976 in Deed Book 1040 at Page 498, RMC Office for Greenville County, S.C.

This mortgage is second and junior in lien to that certain mortgage to First Federal Savings and Loan Association dated July 27, 1976 to secure \$14,363.54.

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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 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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