

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE S. C.
SEP 25 10 58 AM '81
TANKER
R.M.C.

MORTGAGE OF REAL ESTATE

TO WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Wendall F. Case and Nancy G. Case,

(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

Fourteen Thousand One Hundred Twenty-Seven and 96/100----- Dollars (\$14,127.96) due and payable

in eighty-four (84) equal monthly installments of One Hundred Sixty-Eight and 19/100 (\$168.19) Dollars commencing on the 22nd day of October, 1981, and on the 22nd day of each and every month thereafter until paid in full, after maturity at

with interest thereon ~~at the rate of~~ the rate of 8 per centum per annum, to be paid: after maturity

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:

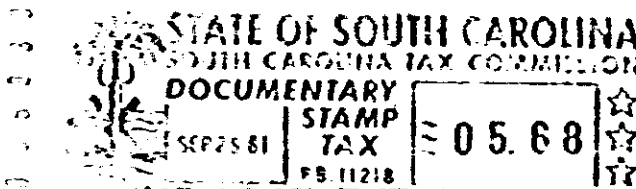
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, Near the City of Greenville on the northwestern side of Bunker Hill Road, and known and designated as Lot 109 of a subdivision known as Canebrake I, plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5-D, at Page 95, and according to said plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Bunker Hill Road, joint front corner of Lots 109 and 110, and running thence N. 61-41 W. 164.48 feet to an iron pin; running thence N. 26-50 E. 40 feet to an iron pin; thence continuing N. 55-28 E. 82.95 feet to an iron pin, joint rear corner of lots 108 and 109; thence with the joint line of said lots, S. 40-02 E. 154.33 feet to an iron pin on Bunker Hill Road; running thence with Bunker Hill Road in a southwesterly direction 59.1 feet to an iron pin, point of beginning.

This is the same property conveyed to Wendall F. Case and Nancy G. Case by United Builders, Inc. which deed is recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 199, at Page 800 on April 3rd, 1979.

This mortgage is junior and inferior to a certain mortgage in favor of Colonial Mortgage Company, which mortgage is recorded in the R.M.C. Office for Greenville County, South Carolina in REM Book 1461, at Page 831, having a principal balance of \$44,650.00.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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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