

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

GR: FILED  
S.C.  
1 45 PM '81  
M.C. ERSLEY

MORTGAGE OF REAL ESTATE

3008 1559 PAGE 703

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James R. Garrett

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Company  
Weston Street  
Fountain Inn, SC 29644

(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 Two Hundred and no/100ths

Dollars (\$ 4,200.00 ) due and payable

in accordance with note dated July 14, 1980

per note

with interest thereon from date at the rate of / per centum per annum, to be paid per note

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 Fairview Township, being known and designated as Lot No. 5, on a plat of Lakeview Terrace, Section II, prepared by C.O. Riddle, Surveyor, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint rear corner of Lots #4 and #5, on the line of property of Maros, Inc., and running thence along the line of property of Maros, Inc., N. 78-59 E., 172 feet to an iron pin; thence along the line of property of Protestant Episcopal Church, S. 33-28 E., 45 feet to an iron pin at the rear corner of Lot #6; thence along the line of Lot #6, S. 27-59 W., 231.9 feet to an iron pin on the Northerly edge of Lakeview Drive; thence with the edge of said Drive, N. 76-03 W., 90 feet to the point of beginning.

THIS is the same property conveyed to the mortgagor by deed of Frank S. Leake, Jr., as recorded in the RMC Office for Greenville County in Deed Book 912, page 440, recorded on April 12, 1971.

THIS mortgage is second and junior in lien to that mortgage between James G. Garrett and USA FmHA, as recorded in the RMC Office for Greenville County in Mortgage Book 1186, page 363, in the original amount of \$17,400.00, recorded on April 12, 1971.

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STATE OF SOUTH CAROLINA  
DOCUMENTARY TAX COMMISSION  
STAMP  
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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 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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