

LAW OFFICES OF LATHAN, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

GREENVILLE, S. C.

BOOK 1569 PAGE 970

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 14 '82

MORTGAGE OF REAL ESTATE

AMOUNT FINANCED - \$4,430.65

WITNESSETH THAT I, LATHAN, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA, DO HEREBY CERTIFY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Lowell Webster Guthrie, Sr.

(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 Seven Thousand Eight Hundred Fifty-Five and 66/100-----

-----Dollars (\$ 7,855.66) due and payable

as provided for in Promissory Note executed of even date herewith.

~~with interest thereon to be paid to the Mortgagee as provided in the Promissory Note 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, the Mortgagee's heirs, 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 Town of Marietta, Cleveland Township, containing 5.9 acres, more or less, and being part of the lot of land conveyed to Lewis Strickland by the deed of the Estate of Emily D. Beattie and recorded in the RMC Office for Greenville County in Deed Book 940 at Page 81, and according to a survey of the property of Lewis Strickland made by Webb Surveying & Mapping Co., dated February, 1967 and recorded in the RMC Office for Greenville County in Deed Book 940 at Page 82, and having the following metes and bounds, to-wit:

BEGINNING at a point along the lines of property of Strickland and Forest Hills Subdivision at the corner of Lots 13 and 30 according to a survey made by Webb Surveying & Mapping Co. recorded in the RMC Office for Greenville County in Plat Book 000 at Page 111 and 4-J at Page 55 and running thence N.37-00 E. 668.6 feet to an iron pin; running thence S.36-08 E. 404 feet to an iron pin at branch; running thence with the branch as the line, the traverse of which is the following courses and distances: S.31-22 W. approximately 540 feet near a sewer manhole on branch; and running thence in a northwesterly direction approximately 444 feet to the beginning corner.

THIS is the same property as that conveyed to the Mortgagor herein by deed from Lewis Strickland recorded in the RMC Office for Greenville County in Deed Book 1106 at Page 263 on July 6, 1979.

THE mailing address of the Mortgagee herein is P. O. Box 544, Travelers Rest, S. C. 29690.

TOGETHER with a right of way appurtenant to the above described property over property of Lewis Strickland for ingress and egress to and from said land as contained in Right of Way Grant given by Lewis Strickland to Lowell Webster Guthrie, Sr., dated July 17, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1107 at Page 70 and the terms of said Right of Way Grant are incorporated herein by reference.

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RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA
BOOK 1569 PAGE 970
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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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