

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

AMOUNT FINANCED - \$9,367

MAY 31 9 23 AM '82

WHEREAS, N. Mac Johnson and Linda K. Johnson
M.C.

(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 Two Hundred Seventy-One and 60/100-----

Dollars (\$ 14,271.60) due and payable

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference.

~~with interest thereon from the date of the making of this mortgage at the rate of ten percent per annum, 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.

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the northwestern side of Kenilworth Drive and being known and designated as Lot No. 40 on a plat of KINGSGATE Subdivision recorded in the RMC Office for Greenville County in Plat Book WW at Pages 44 and 45 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Jack E. Shaw Builders, Inc. recorded in the RMC Office for Greenville County in Deed Book 1040 at Page 228 on July 27, 1976.

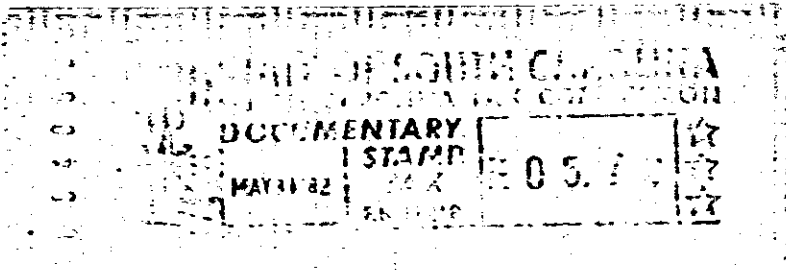
THIS is a second mortgage lien subject to that certain first mortgage to First Federal Savings and Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 1352 at Page 224 on October 28, 1975 in the original amount of \$48,000.00.

ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the northwestern side of Kenilworth Drive and being known and designated as a portion of Lot No. 39 on a plat of KINGSGATE recorded in the RMC Office for Greenville County in Plat Book WW at Pages 44 and 45, and having the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern side of East Kenilworth Drive at the joint front corner of Lots 39 and 40 and running thence S.80-59 W. 50 feet to a point; thence running N.08-56 E. 144.4 feet to a point, Brushy Creek as the line; thence running N.80-16 E. 50 feet to a point, joint rear corner of Lots 39 and 40; thence along the line of Lot 49, S.08-56 E. 144.4 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Piedmont Land Co., Inc. recorded in the RMC Office for Greenville County in Deed Book 1040 at Page 999 on August 10, 1976.

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



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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