MORTAGE OF REAL ESTATE-OFFICE OF REPRESENTATION OF Attorneys at Law, Greenville, S. C.

DONNIE S. TANKERSLEY R.M.C.

800K 1269 PAGE 540

## STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

## To All Whom These Presents May Concern:

WHEREAS, G. Clayton Spruell and Ann P. Spruell \*

hereinafter called the mortgagor(s), is (are) well and truly indebted to

Southern Bank & Trust Company

, hereinafter called the mortgagee(s),

in the full and just sum of Eleven Thousand Seven Hundred Seventy-Five and 96/100---

Dollars, in and by a certain promissory note in writing of even date herewith, due and payable payable

(\$140.19) each beginning April 22, 1973, and on the same day of each month thereafter until paid in full with interest

at the rate of six (6%) per centum per annum until paid; interest to be computed and paid as included and if unpaid when due to bear interest at same rate as principal until paid, and the mortgagor(s) has (have) further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That the said mortgagor(s) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the mortgagor(s) in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said mortgagee(s) the following described real property:

ALL that certain piece, parcel or lot of land with all improvements situate, lying and being in Greenville County, South Carolina, and being known and designated as lot 11 of Cunningham Acres, Section 3, on a plat thereof by C. O. Riddle, Surveyor, dated April 8, 1971, recorded in the R. M. C. Office for Greenville County in Plat Book 4-N at page 73, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Peachtree Street with the joint front corner of lots 11 and 12, and running thence with the line of lot 12, N. 3-10 W., 165 feet to an iron pin on the line of lot 26 at the joint rear corner of lots 11 and 12; thence with the line of lot 26, S. 86-50 W., 101.2 feet to an iron pin at the joint front corner of lots 11 and 26 on the eastern side of Crabapple Drive; thence with the eastern side of Crabapple Drive, S. 19-30 W., 50 feet; thence continuing with the eastern side of Crabapple Drive, S. 10-08 W., 50 feet; thence continuing with the eastern side of Crabapple Drive, S. 00-49 W., 45.2 feet; thence with the northeastern intersection of Crabapple Drive and Peachtree Street S. 48-10 E. 35.4 feet; thence with the northern side of Peachtree Street, N. 86-50 E., 110 feet to the point of beginning.

THIS mortgage is junior and subordinate to that certain mortgage given to Fidelity Federal Savings & Loan Assocation of Greenville, South Carolina recorded in the R. M. C. Office for Greenville County in Mortgage Book 1237 at page 666.