MERHALLEGO.S.C

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE  $R_{H,U}^{S,T,M,p} \in \mathcal{S}_{L}$  All whom these presents may concern:

WHEREAS, NED P. CLAY,

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's premissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Thirty-Four Thousand & No/103------ Dollars (\$ 34, 999.09) due and payable

One (1) year from date

with interest thereon from date at the rate of 9% per centum per annum, to be paid: Quarterly on the unpaid balance with anticipation privileges.

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling and delivery of these presents, the receipt whereof is hereby admostedged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, 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, Butler Township, and being known and designated as Lot No. 57 of a subdivision known as McSwain Gardens, a plat of which is of record in the R.M.C. Office for Greenville County, South Carolina in Plat Book "GG", at page 75, and having the following metes and bounds, to-wit:

BEGINNING at a point on the Northern side of Shadydale Court at the joint front corner of Lots 56 and 57 and running thence N. 28-94 W. 181.5 feet to a point at the joint rear corner of Lots 56 and 57; thence N. 71-29 E. 199 feet to a point at the joint rear corner of Lots 57 and 58; thence S. 25-99 E. 170.2 feet to a point on the Northern side of Shadydale Court at the joint front corner of Lots 57 and 58; thence with the Northern Side of Shadydale Court S. 67-21 W. 40 feet to a point; thence continuing with the Northern side of Shadydale Court S. 63-15 W. 50 feet to the point of beginning.



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, 1996s, 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 manners at Leing 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 coverants 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 encombrances except as provided herein, the Mortgagor further coverants to warrant and forever defected all and singular the soil premises unto the Mortgagor forever, from and against the Mortgagor and all persons whoms sever lawfully claiming the same or any part thereof.

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