Mortgagee: P.O. Box 1329, Greenville S.C. 29602 & GREENVILLE CO. S.C.

BOOK 1382 PAGE 178

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

SCHALE S. TANKERSLTÓ ALL WHOM THESE PRESENTS MAY CONCERN:
R. H. C

WHEREAS, JOSEPH LEOPOLDO RIVERA

(hereinaster referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST CO.

(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 THREE HUNDRED FIFTY FIVE AND 64/100 Dollars (\$ 4,355.64) due and payable In Thirty-Six (36) equal monthly installments of One Hundred Twenty and 99/100 (\$120.99) Dollars commencing on the 15th day of December, 1976, and on the same date of each successive month thereafter until paid in full.

with interest thereon from

at the rate of

per centum per annum, to be paid: As set out

above.

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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

ALL of that certain piece, parcel or lot of land with the buildings and improvements thereon on Banner Drive near the City of Greenville, in Greenville County, State of South Carolina, being known and designated as Lot No. 14 as shown on plat entitled Section 2, Lockwood Heights, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book "RR" at page 11, and having the following metes and bounds:

BEGINNING at an iron pin on Banner Drive joint front corner of Lots Nos. 13 and 14, and running thence with the joint line of said lots, N. 52-28 W. 140.5 feet to iron pin; thence S. 59-30 W. 194.3 feet to iron pin; thence with Southern Railroad right-of-way S. 61-31 E. 280 feet to iron pin; thence N. 40-06 E. 93.2 feet to iron pin on Banner Drive; thence with Banner Drive (the chord being N. 19-54 W. 80 feet) to the point of beginning.

This being the same property conveyed to Joseph Leopoldo Rivera by deed recorded in the RMC Office for Greenville Co., S. C., in Deed Book 810, Page 479, recorded December 13, 1966.

DOCUMENTARY E 0 1. 7 6 12

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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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