R.H.G

V

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

and the second section of the second second

## MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. CHARLES E. SPEARMAN AND ROSALEE SPEARMAN

(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 promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Twenty Two Thousand Two Hundred Seventy Three and 80/100

Dollars (\$ 22.273.80 ) due and payable

in accordance with terms of note of even date herewith

including

John interest thereon from

te at the rate of

per centum per annum, to be paid:

monthly

WHEREAS, the Mortgagor may bereafter 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 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 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, Greenville Township, being known and designated as

Lot No. 20, Section 2 of a Subdivision for Monaghan Mills according to a plat thereof prepared by Pickell and Pickell, Engineers, December 20, 1948, which plat is of record in the R.M.C. Office for Greenville County in Plat Book S, Pages 179-181, inclusive, and having, according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the east side of Moody Street at the joint front corner of Lots 19 and 20 of Section 2 and running thence along the east side of Moody Street N. 6-25 E., 100 feet to an iron pin at the southeast corner of intersection of Moody Street with Peace Street; thence along the south side of Peace Street S. 83-26 E., 96.8 feet to an iron pin on a 15-foot alley; thence along said alley S. 6-42 W., 100 feet to an iron pin at the rear corner of Lot 19; thence along the line of Lot 19 N. 83-26 W., 96.3 feet to the beginning corner.

This is the same property conveyed to the mortgagors by deed of Fred Mathis recorded in the R.M.C. Office for Greenville County on January 4, 1977, in Deed Book 1048, Page 980.

PB. IIZIS

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.

AND THE PERSON OF THE PERSON O

1228 RV.21