

7071 St. Greenville, SC

MORTGAGE OF REAL ESTATE—Office of CLARENCE M. TAYLOR, Attorney at Law, Greenville, S. C. 2007 1409 PAGE 244

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE, S. C.
FILED
SEP 7 11 22 AM '77
DONNIE S. TANKERSLEY
R.H.C.

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

WHEREAS, We, James E. McQueen and Helen M. McQueen

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company of Greenville, South Carolina

(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 Eight Thousand, Seven Hundred and Eighty-two

& 20/100---

Dollars (\$ 8,782.20) due and payable

in sixty equal monthly installments of One Hundred and Forty-six & 37/100 (\$146.37) Dollars, the first payment to be due and payable on the 8th day of October 1977, and a like payment to be due on the 8th day of each and every month thereafter until this indebtedness is paid in full

with interest thereon from date at the rate of Seven per centum per annum, to be paid: add on.

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, in Greenville Township, about two and one-half miles west of Greenville Court House, near the Easley Bridge Road, and known as Lot No. 44 on plat of Highland Subdivision for J. M. Harris, recorded in Plat Book C, at page 146, RMC Office for Greenville County, said lot having a frontage of 70 feet on the west side of Virginia Avenue with a depth in parallel lines of 130 feet.

And being the same property conveyed to the mortgagors herein by deed of Joyce Mann dated October 30, 1975, and recorded October 31, 1975, in Deed Book 1026, Page 623, RMC Office for Greenville County.

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DOCUMENTARY
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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 whosoever lawfully claiming the same or any part thereof.