

MORTGAGE OF REAL ESTATE - Thomas C. Brissey, Attorney at Law, 110 Manly St., Greenville, S.C.

1424 806

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE COUNTY MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY COME

WHEREAS, WE, DENNIS E. POWELL AND SALLY ANN POWELL,

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND 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 Two Thousand Six Hundred Nine and 28/100-----
Dollars \$ 2,609.28) due and payable

According to the terms thereof, said Note being incorporated herein by reference.

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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, in Bates Township, containing .881 acre, more or less, on the eastern side of White Horse Road and on the western side of Old White Horse Road, and having, according to a plat prepared by John C. Smith, dated July 24, 1974, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-Q at Page 126, the following metes and bounds:

BEGINNING at an iron pin on the eastern side of White Horse Road at the joint corner of the within described property and property now or formerly of the Pentecostal Church and running thence with the line of said Pentecostal Church property N. 76-57 E. 289.1 feet to an iron pin on the western side of Old White Horse Road; thence with the western side of Old White Horse Road N. 4-40 W. 275 feet to an iron pin in the line of property now or formerly of Mays; thence with the line of the said Mays property S. 76-30 W. 338.4 feet to an iron pin on the eastern side of White Horse Road; thence with the eastern side of White Horse Road S. 27-30 E. 125 feet to the point of beginning.

THIS BEING the identical premises conveyed to the Mortgagor herein by deed of Annie E. Clark dated March 3, 1978, and recorded in the Greenville County R.M.C. Office in Deed Book 1074 at Page 668.

MORTGAGEE'S ADDRESS: P. O. Box 544
Travelers Rest, South Carolina 29690

GCTO ----- 378 941

RECORDED
1978 MAR 30 10 08 AM

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 such 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 successors and assigns forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinafore described in fee simple absolute, that it has good right and is lawfully entitled to sell, convey, or otherwise dispose of the premises in fee simple absolute of all lands and hereditaments except as provided herein. The Mortgagor further covenants to warrant and forever defend all of the said premises unto the Mortgagee, its successors and assigns, against the Mortgagor and all persons who may lawfully charge the same or any part thereof.

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