

STATE OF SOUTH CAROLINA } C. S. TANNER, SHERIFF  
COUNTY OF Greenville } R.M.C.  
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, I, Charles M. Rogers

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company, Piedmont, S.C.

(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 Ten thousand one hundred seventy-five and 40/100--

Dollars (\$ 10,175.40 ) due and payable

in sixty ( 60 ) monthly installments of \$169.59 each, the first of these due on June 8 , 1978 with a like amount due on the 8th day of each calendar month thereafter until entire amount of debt is paid in full.

with interest thereon from date at the rate of 12.43 per centum per annum, to be paid in advance

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 Mortgagee in hand well and truly paid by the Mortgagor 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, containing 2.76 acres, and according to plat made by Carolina Surveying Company, December 23, 1977, recorded in the RMC Office for Greenville County , in Plat Book 6-P , at Page 27 , and having , the following metes and bounds, to - wit :

BEGINNING at a point in the center of Waycross Church Road and corner of property of C. F. Rogers and running thence N 64-27 E 373.5 feet to iron pin ; thence S. 25-14 E 295 feet to iron pin ; thence S 12-43 W 208 feet to old iron pin ; thence N 63-19 W 366 feet to a point in the center of Waycross Church Road ; thence with Waycross Church Road N 31-50 W 170 feet to the point of beginning , and being a portion of the property of which Charles F. Rogers, Sr., died ceased and possessed as will be shown by Apartment 783 File 11 , in the Office of the Probate Court for Greenville County .

This conveyance is made subject to all restrictions , set back lines, roadways , easements and rights of way , if any , appearing of record, on the premises or on the recorded plat, which affect the property hereinabove described .



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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 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 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.

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