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MORTGAGE OF REAL ESTATE

FILED GREENVILLE CO. S. C.

VOL 1470 PAGE 339

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUN 15 1 14 PM '79
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, I, J. R. Martin, Route #2, Simpsonville, South Carolina,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company, Fountain Inn, 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 Fifty Thousand and No/100-----

Dollars (\$ *50,000.00) due and payable

on demand

with interest thereon from date at the rate of 12 per centum per annum, to be paid:

quarterly.

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:

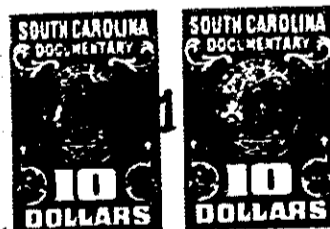
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, the Mortgagee's heirs, 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, Fairview Township, containing 76.1 acres, known and designated as Tract No. 4 of the subdivision of the 492.9 acre tract of the E. B. Martin Estate as shown by plat of same made by W. F. Adkins, Surveyor, February 26 - March 6, 1940, of record in Plat Book J., Page 197, in the R.M.C. Office for Greenville County, South Carolina, and being bounded by Tract No. 3 of said survey and lands now or formerly of E. L. Martin on the East, on the South by Tracts #5 and #6 of said subdivision, on the West by lands now or formerly of E. L. Martin, and on the North by lands of now or formerly W. W. Harling.

This being the same tract of land conveyed by the sole heirs of E. B. Martin, who died intestate July 27, 1938, to E. L. Martin in deed dated April 12, 1940, of record in the R.M.C. Office for Greenville County, S. C., in Deed Book 221, Page 156, and devised under the will of the said E. L. Martin to Anna K. Martin (see Probate Court of Greenville County records, Apt. 493, File 12), and devised by the said Anna K. Martin to the Mortgagor herein as will appear in her will of record in said Probate Office in Apartment 671, File 12. Reference to said plat, deed, and wills being craved for a more complete and better description as to lines, corners and distances. (See also BB Dept. Map 566.1, Block 1, southern portion of Tract 2.)

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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 is 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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