MORTGAGE OF REAL ESTATE-Prepared by WILKINS & WILKINS, Attorness at Law, Greenville, S. 41522 11255

00. S. C.

STATE OF SOUTH CAROLINA GF

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

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WHEREAS, I, David Michael Herd

(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

SIX THOUSAND ONE HUNDRED EIGHTY THREE & 60/100 Dollars (\$ 6,183.60) due and payable in sixty (60) equal monthly installments of \$103.06 each beginning Dec. 8, 1980 and continuing on the same day of each month thereafter until paid in full.

Interest has been computed and added to principal.

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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 scaling 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, being known and designated as Lot No. 484, Section 2, as shown on plat entitled "Subdivision for Abney Mills, Brandon Plant, Greenville, South Carolina, made by Dalton & Neves, Engineers, Greenville, S.C., February 1959, and recorded in the Office of the RMC for Greenville County in plat book QQ at pages 56 to 59. According to said plat the within described lot is also known as No. 6 Davis Street and fronts thereon 66 feet. Davis Street is also known as Star Drive.

This is the same property conveyed to mortgagor by Wade H. Ridgeway by deed dated 10/9/1980 recorded 10/10/80 in deed volume1135 at page 250 in the RMC Office for Greenville County, S.C.

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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 sail premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully climing the same or any part thereof.

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