LAW OFFICES OF BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE FILED CO. S. C.

ess: 1522 esa 785

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

with interest thereon from October 24,

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

at the rate of 14.99% per centum per annum, to be paid: monthly

SONNER . ANNERSLEY

R M.C

WHEREAS, David M. Epps and Carol P. Epps

(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 Four Thousand Five Hundred Thirty Seven and Dollars (\$ 4,537.08) due and payable

08/100 as set out in promissory note of even dated

1980

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

All that piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 13 as shwon on a plat of Section Three RICHMOND HILLS SUBDIVISION of record in the Office of the RMC for Greenville County in Plat Book JJJ, page 81, reference to which is craved for a metes and bounds description thereof.

This being the same property conveyed to Mortgagor by deed from Wilburn B. Wood and Johnnie Mae Wood dated July 22, 1976 and recorded in Deed Book 1039 at page 999 on July 22, 1976.

This is a second mortgage lien subject to that certain mortgage to First Federal Savings and Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 1373 at page 379 in the original amount of \$21,000.00.

Mortgagee's Address: 1301 Pendleton Street, Greenville, 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 said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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