

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE
JUL 28 1983
JOHN W. WATSON
RMC

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Donald A. Newton and Deborah D. Newton

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company, P. O. Box 1329, Greenville, South Carolina, 29602,

(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 Nine Thousand Eight Hundred Six and 66/100

Dollars (\$9,806.66) due and payable

in one hundred twenty (120) equal monthly installments of \$149.99 each, commencing September 1, 1983, and continuing on the first day of each and every month thereafter until said sum is paid in full,

with interest thereon from date at the rate of 13½ per centum per annum, to be paid: monthly.

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, on the western side of Danburry Drive, being shown as Lot No. 116 on a plat of Section III, Wade Hampton Gardens, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book YY, at Page 179, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Danburry Drive at the corner of Lot No. 115 and running thence with the line of said lot, N. 72-30 W. 160.0 feet to an iron pin at the corner of Lot No. 102; thence with the line of said lot, S. 17-30 W. 110.0 feet to an iron pin at the corner of Lot No. 117; thence with the line of said lot, S. 72-30 E. 160.0 feet to an iron pin on the western side of Danburry Drive; thence with the western side of said Drive, N. 17-30 E. 110.0 feet to the beginning corner.

This is the same property conveyed to Donald A. Newton and Deborah D. Newton by deed of Charles F. Sims, Jr., and Lewis C. Barker, Jr., dated February 7, 1977, and recorded in the RMC Office for Greenville County, South Carolina, in REM Book 1050, at Page 672.

The lien of this mortgage is junior and inferior in rank to that first-mortgage lien given to NCNB on February 7, 1977, in the original amount of \$38,000.00 as recorded in the RMC Office for Greenville County, South Carolina, in REM Book 1388, at Page 696.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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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