COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, TERRY W. TILLEY AND DONNA D. TILLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY

P. O. Box 544, Travelers Rest, SC 29690

(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 Seven Hundred Ten and 63/100------

according to the terms of a note executed on June 25, 1984 and incorporated herein by reference.

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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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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,

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Bates Township, on the west side of County Road, containing 1.53 acres, according to a plat made by Terry T. Dill, Reg. C. E. & L. S. No. 104, dated February 26, 1969, and recorded in the RMC Office for Greenville County in Plat Book 6-D, Page 68, and having, according to said plat, the following metes and bounds, towit:

BEGINNING at an iron pin in the center of County Road and running thence N. 54-56 W. 458 feet to an iron pin; thence running along line of Fred Ashe property N. 27-11 E. 142 feet to an iron pin; thence S. 65-49 E. 300 feet to an iron pin in the center of County Road; thence along the center of said County Road S. 7-52 E. 269.5 feet to an iron pin, the point of beginning, all distances being more or less.

THIS property is conveyed subject to all restrictions, easements, and zoning ordinances of record or on the ground affecting said property.

THIS being the same property conveyed unto the Mortgagors herein by deed of Sue Craver Davis, dated June 2, 1978, recorded in Deed Book 1080, at Page 318, in the RMC Office for Greenville County.

THE Mortgagors herein do hereby covenant and represent unto the said Mortgagee, its successors and assigns, that they are fully seized in fee of the property above-described, and that the property is free from all encumbrances except a mortgage to First Federal Savings and Loan Association, recorded June 2, 1978, in the RMC Office for Greenville County in Mortgage Book 1434, Page 68, and having an original balance of \$33,250.00.

STATE OF SOUTH CAROLINA

DOCUMENTARY

STAMP

TAX

RESIDENS

RESIDE

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 heireinabove 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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