

FILED  
GREENVILLE CO. S. C.

1400 PAGE 994

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

JUN 11 3 22 PM '77  
MORTGAGE OF REAL ESTATE  
THOMAS C. BRISSEY  
P. A.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, William Henry Payne and Karen An P. Payne

(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 Fifteen Thousand One Hundred Seventy-One and 88/100-----

Dollars (\$ 15,171.88 ) due and payable

according to the terms thereof said note being 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 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:

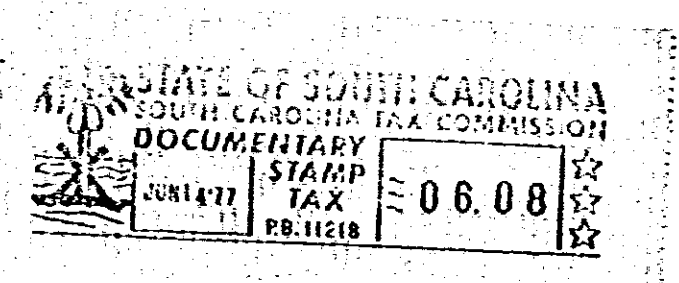
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Tract No. 2 on a plat of Property of Annie Marcielle Day, dated April 23, 1974, prepared by T. Craig Keith, R. L. S., having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Burns Road at the joint front corners of Tracts Nos. 1 and 2 and running thence N. 43-15 E. 1040.0 feet to an iron pin; thence S. 32-30 E. 680.0 feet to an iron pin; thence S. 68-30 W. 475.0 feet to an iron pin; thence S. 13-30 E. 560.0 feet to an iron pin at the joint rear corners of Tracts Nos. 2 and 3; thence N. 50-30 E. 242.0 feet to an iron pin on the northern side of Burns Road; thence with the northern side of Burns Road N. 57 W. 100.0 feet to an iron pin; thence N. 46-15 W. 100.0 feet to an iron pin; thence N. 30 W. 209.0 feet to an iron pin; thence N. 28 W. 151.0 feet to an iron pin; thence N. 40-30 W. 118.0 feet to an iron pin; thence N. 48 W. 265.0 feet to an iron pin at the point of beginning.

This is the same property as that conveyed to the Mortgagor by deed from Annie M. Peterson NOW Annie M. Peterson Day dated May 7, 1974, and recorded in the R. M. C. Office for Greenville County in Deed Book 998 at Page 540 on May 8, 1974.

The address of the Mortgagee is P. O. Box 544, Travelers Rest, S. C. 29690.

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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 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.

[CONTINUED ON NEXT PAGE]

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