

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

GREENVILLE CO. S. C.
FILED
JUL 15 4 38 PM '80
JONNIE S. TANPERSLEY
R.M.C.

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Charles E. Hopkins and Ethel M. Hopkins

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company, Greenville, South Carolina,

(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 Seventeen Thousand Five Hundred Twenty-Three and No/100 ----- Dollars (\$ 17,523.00) due and payable in sixty (60) equal, monthly installments of Two Hundred Ninety-Two and 05/100 (\$292.05) Dollars each, commencing October 22, 1980, and continuing on the same date of each and every month thereafter until paid in full,

with interest thereon from date at the rate of _____ per centum per annum, to be paid: after maturity.

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 northwestern side of Saluda Lake Road near the City of Greenville, being shown and designated as Lot No. 9 on plat of Sunset View, Section 1, prepared by Jones Engineering Services, dated November, 1965, recorded in Plat Book BBB, at Page 126, of the records of the RMC Office for Greenville County, South Carolina, and being described, according to said plat, more particularly, to-wit:

BEGINNING at an iron pin on the northwestern side of Saluda Lake Road at the joint front corner of Lots 9 and 10 and running thence along the common line of said lots, N. 35-28 W. 160 feet to an iron pin at the joint rear corner of said lots; thence, N. 56-49 E. 106.4 feet to an iron pin at the joint rear corner of Lots 8 and 9; thence along the common line of said lots, S. 33-11 W. 160 feet to an iron pin at the joint front corner of said lots on the northwestern side of Saluda Lake Road; thence along said road, S. 56-49 W. 100 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of J. R. Hall, dated July 10, 1968, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 848, at Page 200.

The lien of this mortgage is junior and inferior to that lien of mortgage given by the mortgagors herein to Fidelity Federal Savings and Loan Association, dated July 15, 1976, in the original amount of \$26,500.00, as recorded in the RMC Office for Greenville County, South Carolina, in REM Book 1373, at Page 305.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
97.04

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