

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

BOOK 966 PAGE 273

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CLERK OF COURTS

WHEREAS, ERNEST JOSEPH HOWARD

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY OF GREENVILLE, S. C.

(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 THIRTY FIVE THOUSAND AND NO/100----- Dollars (\$35,000.00) due and payable

AS STATED THEREIN.

with interest thereon from date at the rate of $5\frac{1}{2}$ 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, SITUATE LYING AND BEING ON THE NORTHERN CORNER OF THE INTERSECTION OF GREEN AVENUE AND NELSON STREET, IN THE CITY OF GREENVILLE, BEING SHOWN AND DESIGNATED AS LOT NO. NINE (9) ON PLAT OF PETER NELSON PROPERTY MADE BY W. A. ADAMS, SURVEYOR, 1910, AND BEING FURTHER SHOWN IN THE CITY BLOCK BOOK AS 86-5-16, REFERENCE TO SAID PLAT AND BLOCK BOOK BEING CRAVED FOR A COMPLETE AND DETAILED DESCRIPTION THEREOF.

SAID LOT FRONTS 136.5 FEET ON NELSON STREET; FRONTS 56.9 FEET ON GREEN AVENUE; IS 52.9 FEET ACROSS ITS REAR; AND IS 136.5 FEET ON ITS OTHER SIDE; AND IS THE SAME PROPERTY AS IS DESCRIBED IN DEED RECORDED IN DEED BOOK 162, AT PAGE 211,

ALSO, ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, ON THE NORTHWESTERN SIDE OF GREEN AVENUE, IN THE CITY OF GREENVILLE, BEING SHOWN AND DESIGNATED AS LOT NO. TEN (10) ON A PLAT OF PETER NELSON LAND, MADE BY W. A. ADAMS, DATED OCTOBER 5, 1909, AND BEING FURTHER SHOWN ON CITY BLOCK BOOK AS 86-5-17, AND HAVING THE FOLLOWING METES AND BOUNDS, TO-WIT:

BEGINNING AT A STAKE ON THE NORTHWESTERN SIDE OF GREEN AVENUE AT CORNER OF LOT NO. NINE (9), WHICH IS 56 FEET 10 INCHES FROM THE CORNER OF GREEN AVENUE AND NELSON STREET AND RUNNING THENCE N. 27 E. ALONG GREEN AVENUE 56 FEET 10 INCHES TO CORNER OF LOT NO. 11; THENCE RUNNING 136 FEET 6 INCHES ALONG LINE OF LOT 11 TO A STAKE ON LINE OF LOT NO. 8; THENCE RUNNING IN A SOUTHWESTERLY DIRECTION 52 FEET ALONG LINE OF LOT NO. 8 TO A STAKE AT THE CORNER OF LOT NO. 9; THENCE RUNNING 136 FEET 6 INCHES ALONG THE LINE OF LOT NO. 9 TO THE BEGINNING CORNER.

THIS IS THE SAME LOT AS WAS CONVEYED IN DEED RECORDED IN THE RMC OFFICE OF GREENVILLE COUNTY, S. C., IN DEED BOOK 171, AT PAGE 48, ON THE 2ND DAY OF JUNE, 1933.

Together with all and singular rights, members, herditaments, 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.

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 22 PAGE 355

SATISFIED AND CANCELLED OF RECORD
1 DAY OF April 1974
Dannie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:49 O'CLOCK 2 P. M. NO. 24315