

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE, S.C. MORTGAGE OF REAL ESTATEOCT 2 3 03 PM '70
TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH

WHEREAS, I, JAMES M. DRAKE, of Greenville County, South Carolina

(hereinafter referred to as Mortgagor) is well and truly indebted unto Capital Bank and Trust,
Belton, 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 Three Thousand Six Hundred Seventy Three and
80/100----- Dollars (\$ 3,673.80) due and payable

One hundred two and 05/100 (\$102.05) Dollars on the 2nd day of November, 1970 and One hundred two and 05/100 (\$102.05) Dollars on the second day of each month thereafter until paid in full

with interest thereon from date at the rate of eight (8) 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, being known and designated as Lot No. 10 of Oakdale Terrace, recorded in Plat Book M, Page 151, R. M. C. Office for Greenville County, reference to said plat is craved for a more complete description.

BEGINNING at a stake on the East side of U. S. Highway No. 29, corner of Lot 9 and running thence with line of said lot, S. 72-45 E. 200 feet to a stake; thence S. 18-30 W. 100 feet to a stake; thence with line of Lot No. 11, N. 72-45 W. 200 feet to a stake on said Highway; thence with said highway, N. 18-30 E. 100 feet to the beginning corner.

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.