

FILED
MORTGAGE OF REAL ESTATE GREENVILLE CO. S. C. 129
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STATE OF SOUTH CAROLINA FEB 20 2 01 PM '72

COUNTY OF GREENVILLE OLLIE FARNSWORTH
R.M.C.

BOOK 1223 PAGE 331
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, F. Kenneth Faulkenberry and Frances B. Faulkenberry

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. D. Waters

(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 Fourteen Thousand and No/100-----

----- Dollars (\$ 14,000.00) due and payable

\$3,000.00 on or before June 1, 1972, with interest on \$3,000.00, only, from date to date of payment of \$3,000.00; balance of \$11,000.00 due and payable at the rate of \$130.59 per month for a period of ten (10) years beginning July 1, 1972, and continuing on the 1st day of each month thereafter until paid in full, all payments to be applied first to interest, balance to principal, with interest on \$11,000.00 balance from June 1, 1972.

~~with interest on \$11,000.00 balance from June 1, 1972.~~
at the rate of 7 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, on the western side of Cunningham Road containing five (5) acres, more or less, and being shown on a plat entitled "Property of W. L. Cunningham" recorded in the RMC Office for Greenville County in Plat Book UUU at Page 53, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Cunningham Road, common corner of the within described property and that now or formerly of Griffin Cunningham and running thence S.85-02 W. 432.2 feet to a point; thence N.3-02 W. 500 feet to a point; thence S.85-02 E. 432 feet, more or less, to a point on the western side of Cunningham Road; thence with said Road S.3-02 E. 500 feet, more or less, to the point of beginning.

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.