

GREENVILLE S.C.

BOOK 1226 PAGE 641

STATE OF SOUTH CAROLINA MAR 27 12 26 PM '72

COUNTY OF GREENVILLE OLIE FARNSWORTH  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, William Crawford Shults, Jr. and Diane T. Shults,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Franklin D. Owens and Judy H. Owens, their heirs and assigns forever,

(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 Twenty-One Thousand Two-Hundred and no/00

Dollars (\$21,200.00) due and payable in monthly installments of \$119.76 each. Said payments beginning March 1, 1972, and continuing each and every month thereafter until the full amount is paid. Said monthly payments shall include interest,

with interest thereon from date at the rate of 7% 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 Haven Drive, near the City of Greer, South Carolina, being known and designated as Lot No. 16 on plat of Valleyhaven, prepared by H. S. Brockman, as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book TT at Page 11 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Haven Drive, joint corner of Lots 15 and 16, as shown on said plat, and running thence with the common line of Lots 15 and 16 S. 0 15 E., 196.8 feet to a point on line of the John and Jane Greer Estate lands, (which iron pin back on line at 5.2 feet); thence with the line of the Greer property N. 89-40 W., 326 feet to a point in center of branch (iron pin on east fork of branch); thence with the branch as the line N. 21-10 E., 80 feet, and N. 6-10 E., 190 feet to point in branch (iron pin on east fork thereof), corner of Lot 17; thence N. 89-45 E., 199 feet to an iron pin on Haven Drive; thence along and with the margin of Haven Drive in a southeasterly direction, curving about 116.8 feet to beginning.

This being the same property as conveyed to the Mortgagors this same date by deed of the Mortgagees to be recorded herewith.

The Mortgagees reserve, however, the right to sell this mortgage at any time so desired at a lawful interest rate.

The address of the Mortgagees is Route #1, c/o Agnes Henson, Lyman, S. C.

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.