

FILED
GREENVILLE CO. S. C.

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DORRIS S. TANKERSLEY
R.H.C.

BOOK 1278 PAGE 767

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

REGULATION NO. 12
COMPLIED WITH

WHEREAS, *Dele*

Joseph Carlton Bates, III

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charlotte K. Luthi

(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 Five Thousand Five Hundred and No/100-----
-----Dollars (\$5,500.00) due and payable
on or before six (6) months from date hereof;

with interest thereon from date hereof at the rate of eight(8) per centum per annum, to be paid: Semi-annually

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, near the Town of Piedmont, being known and designated as the Property of Mrs. George Baker and Mrs. Lee McDonald and shown as Lot 1 - 11 on Plat made by Albert M. Sanders, Engineer, March 20, 1971, and having, according to said plat, 1200 feet fronting on the right-of-way of South Carolina Highway No. 20 with a depth of 106.2 feet through the center of a County road to the Southern Railroad right-of-way on the South and a depth of 48.9 feet to the Southern Railroad right-of-way on the North and with 1266.35 feet along the Southern Railroad right-of-way on the rear.

ALSO: All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being near the City, in the County of Greenville, State of South Carolina, being known and designated as Lot 71, on Plat of Bellemeade, plat of which is recorded in the RMC Office for Greenville County, S. C. in Plat Book EE, at pages 116 and 117, said lot fronting 581.1 feet on East Dorchester Boulevard, with a depth of 179 feet on the West, a depth of 150 feet on the East and 173.2 feet across the rear.

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 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.