

FILED  
GREENVILLE CO. S.C.

1314-915

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

JUL 27 2 13 PM '74  
DONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **A. J. H. and wife**, hereinafter referred to as Mortgagor, do hereby acknowledge,

(hereinafter referred to as Mortgagor) is well and truly indebted unto **THE MORTGAGEE**, hereinafter referred to as Mortgagee,

(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 four hundred fifty six \*\*\*\* Dollars (\$3456.00\*\*\*\* due and payable**

with interest thereon from **6/26/74** at the rate of **14.758** per centum per annum, to be paid

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 Mortgagor 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**

**ALL** that certain piece, parcel or lot of land situate, lying and being on the Southeasterly side of Fairlane Circle in the City of Greenville, County of Greenville, State of South Carolina, being known and designated a lot No. 11 as shown on plan entitled "Laurel Heights", prepared by L. C. Jones & Associates, dated April, 1950, and recorded in the R. & R. Office for Greenville County, South Carolina, in Plan Book #1 at page 100, having, according to a map record plan entitled "Property of James Thomas Elliott and wife", entitled "Lot 11", prepared by L. C. Jones & Associates, dated July 10, 1950, the following description:

Commencing at an iron post on the corner of Fairlane Circle and the joining frontage of Lot 11, running along the right side of the front line of Lot 11, 11'-0" westwardly from Post to an iron post 11'-0" from Post, 11'-0" northwardly along the right side of the front line of Lot 11, 11'-0" from Post, 11'-0" eastwardly along the right side of the front line of Lot 11, 11'-0" from Post, 11'-0" southwardly along the right side of the front line of Lot 11, 11'-0" from Post, 11'-0" westwardly along the right side of Fairlane Circle N. 18-1/2° degrees from the point of beginning.

This is the identical piece, parcel or lot of land hereinabove described in the Deed of Sale, dated April 10, 1950, between John W. Elliott, Plaintiff, and L. C. Jones & Associates, Defendants, in the Court of Common Pleas.

This conveyance is subject to all encumbrances, liens, claims, the mortgage, and all other charges, debts, obligations, expenses and claims of every kind, nature, and description, now existing or hereafter arising, in respect of the said premises, and the same are hereby acknowledged and assumed.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way, incident or appertaining thereto, and all of the rents, issues, and profits which may arise or be had therefrom, and including all buildings, permanent and temporary fixtures, new or hereafter installed, constructed, or fixed thereto in any manner, it being the intention of the parties hereby 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 warrants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully entitled to the delivery of evidence of ownership of the same, and that the premises are free and clear of all liens and encumbrances, except as aforesaid. The Mortgagee further warrants to warrant and forever defend the same to the Mortgagee, its heirs, successors and assigns, from and against the Mortgagor and all persons whatsoever lawfully claiming the same or any part thereof.

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