

FILED
GREENVILLE CO. S. C.

BOOK 1349 PAGE 257

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

WITNESSES
W. S. JAMES
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, $\frac{1}{2}$ interest in certain real estate, to-wit: $\frac{1}{2}$ interest in certain real estate, to-wit:

(hereinafter referred to as Mortgagor) is well and truly indebted unto

(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 twenty-seven and 51/100

Dollars (\$ 5,527.51) due and payable

\$153.55 per month commencing on 1971, and \$153.55 on the day of each and every month thereafter until paid in full.

with interest thereon from date hereof at the rate of seven (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, in Cleveland Township, at Silver Shoals on the eastern side of Middle Saluda River, being a portion of the tract of land purchased from Pearlie Garland on July 31, 1958, as recorded in the GIS Office Book 693 of deeds, page 138, per plat made by Webb surveying and Mapping Company, November 1973, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeast corner of Lot #43 and road right-of-way, and running thence N. 76-14 E. 312.9 feet to an iron pin at southeast corner of Lot #47 crossing the 40 ft. road right-of-way along the back line of Lots #44, 45, and 46, the Grantee now owning Lots #44 and 45; thence with property of the Grantor, S. 4-19 E. 365.75 feet to an old iron pin, line of L. J. Forrester; thence with line of Forrester, S. 74-01 E. 391.1 ft. to a new iron pin passing over an old iron pin in Forrester line; thence with land of Grantor, N. 6-22 E. 400.4 ft. to the beginning corner containing 2.95 acres, more or less. It being the intent to deed rights to use the 40 ft. road right-of-way between Lots #43 and 44 along with owners of those two lots.

It is further understood in deeding this property, the owner has the right to use the Middle Saluda River along with other lot owners from in front of Lot #33 and northward for the length of Silver Shoals Development.



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.

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