

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OCT 8 3 49 PM '75
CONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE BOOK 1350 PAGE 733

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, WILLIAM R. HIGHTOWER AND CARROLL D. HIGHTOWER,
(hereinafter referred to as Mortgagor) is well and truly indebted unto M. L. JARRARD,

(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

FOUR THOUSAND & NO/100- - - - - Dollars (\$4,000.00- - -) due and payable
\$50.00 on October 5, 1975, and
\$50.00 monthly for one year. On October 5, 1976, the monthly payments will begin at \$100.00
per month until paid in full. The payments will first apply to interest, computed monthly,
and the balance will apply to principle,

with interest thereon from date at the rate of nine 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 the town of Marietta, being known as Lots No. 2 and 3 on Jackson Avenue as shown on plat of property of M. L. Jarrard made by C.F. Webb on December 18, 1971, and recorded in the R/C Office of Greenville County Book 5 L at page 95 this being a re-survey of Lots No. 1 and 2 on former plat made by W. J. Riddle, Surveyor, dated April 1951 and recorded in Plat Book SSS at page 466, this being the same 2 lots deeded to me by Wilma Y. Cleveland, etl., on December 20, 1971 and recorded in Book 932 of Deeds, page 130, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Jackson Avenue, corner of Lot #3, and running thence along the line of Lot No. 3, S. 47-30 W. 150 feet to an iron pin; thence N. 50-14 W. 90.3 feet to an iron pin; thence N. 25-12 E. 39.5 feet to an iron pin; thence N. 22-56 E. 100 feet to an iron pin on the southwesterly edge of Jackson Avenue; thence with the edge of said Avenue, " 58-08 E. 75 feet to an iron pin at the joint front corner of Lots 2 and 3; thence S. 58-08 E. 30.5 feet to an iron pin; thence continuing along said Jackson Avenue, S. 50-14 E. 45 feet to the point of beginning.

Should the purchasers build a driveway across said lots, it shall not become a public road until mortgage is paid in full. In case of foreclosure, any driveway can be closed.

This property is deeded subject to all recorded easements and rights-of-way.



Together with all and singular rights, members, herditaments, 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.

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