

DEC 8 2 30 PM 1967

BOOK 1078 PAGE 495

MORTGAGE OF REAL ESTATE—Mann, Foster, Johnston & Ashmore, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

OLLIE FARNSWORTH
R. M. O.
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, G. Maurice Ashmore, John E. Johnston, Jr., Paul J. Foster, James R. Mann and Sallie H. Foster (hereinafter referred to as Mortgagor) is well and truly indebted unto James W. Hicks

(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 Eighteen Thousand and No/100-----

Dollars (\$ 18,000.00) due and payable

in semi-annual payments of \$900.00, together with accrued interest, commencing on the 6th day of January , 1968

with interest thereon from date at the rate of seven 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, in the City of Greenville, on the northern corner of the intersection of North Brown Street with Oak Street Extension, being shown on City Block Book as Lot 22, Block 1, Sheet 42, and bounded on the north by property now or formerly of C. A. Williams and Lida Lee Williams, on the east by other property of Sallie H. Foster, on the south by Oak Street Extension, and on the west by North Brown Street, and being more particularly described as follows:

BEGINNING at an iron pin on the eastern side of Brown Street at the northern corner of intersection of said Street with Oak Street Extension and running thence with Oak Street Extension in a southeasterly direction 138.8 feet, more or less, to an iron pin corner of other property of Sallie H. Foster; thence with the line of said Property in a northeasterly direction 45 feet, more or less, to an iron pin at rear corner of property now or formerly of Williams; thence with line of said Property N.5-3/4 W. 145.1 feet, more or less, to an iron pin on the eastern side of North Brown Street; thence with the eastern side of said Street S. 27 3/4 W. 45 feet, more or less, to beginning corner.

ALSO:

All that lot of land in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 23, of Section 1, Sheet 42 of the City Block Book, and being more particularly described by metes and bounds as follows:

BEGINNING at a point on the east side of North Brown Street, at corner of lot now or formerly owned by Peoples National Bank and running thence with line of said lot S. 57-10 E. 147.66 feet to a pin in line of lot now or formerly owned by J. F. Hodges; thence along line of said lot N. 22-50 E. 31 feet to an iron pin on the southwest side of Oak Street or alley; thence along the southwest side of said Oak Street or alley in a northwesterly direction 163 feet to the intersection of said Oak Street and North Brown Street; thence along said North Brown Street S. 21-40 W. 33 feet to the point of beginning.

THIS IS A PURCHASE MONEY MORTGAGE.

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.

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK PAGE

RECORDED AND INDEXED BY REC'D
27 DEC 1967
R. M. O. FOR GREENVILLE COUNTY, S. C.
AT 10 O'CLOCK A.M.