

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

BOOK 1094 PAGE 281

JUN 4 4 25 PM 1938

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

OLLIE T. WORTH
A. R. C.

WHEREAS, Robert J. Newton, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto JACK E. SHAW BUILDERS, INC.

(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 SEVEN THOUSAND AND NO/100

Dollars (\$7,000.00) due and payable

To be paid according to the herein stated terms: \$2,000.00 plus interest due and payable 12 months from date of this instrument, \$2,000.00 plus interest due and payable 24 months from date of this instrument, balance plus interest due and payable 36 months from date of this instrument.

with interest thereon from date at the rate of 6 3/4 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 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

ALL that piece, parcel and lot of land situate, lying and being on the southwestern side of St. Augustine Drive, County of Greenville, State of South Carolina, being known and designated as Lot #28 on a plat of the Pelham Estates recorded in Plat Book PPP at Pages 28-29, and having such metes and bounds as shown thereon.

This lot is conveyed subject to restrictions recorded in Deed Book 804 at Page 11, and to all easements and rights of way of record.

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.

FOR SATISFACTION TO THE MORTGAGEE
SATISFACTION BOOK 32 PAGE 803

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