MORTGAGE OF REAL ESTATE

4 40 PH 17: TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY R.H.C.

WHEREAS, we, James E. Williams and Cheryl Ann Williams,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mahlon I. Polk, Sr.,

(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 Twelve Thousand, Seven Hundred Fifty - - - Dollars (\$ 12,750.00) due and payable

in monthly installments of One Hundred Seven Dollars and Seven (\$107.07) Cents each, commencing April 1974, and on the tention day of each and every month thereafter, until paid in full,

with interest thereon from date at the rate of eight per centum per annum, to be paid: Monthly. Said payments to the applied first to interest and balance to springipal as may be advanced to er 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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 Greenville Township, situate on the north side of the Perry Road, and being known and designated as Lot No. 3 of the property of Hext M. Perry, as Trustee, as shown on plat thereof made by W.J. Riddle, Surveyor, in February, 1948, and recorded in the R.M.C. Office for Greenville County, in Plat Book R, at page 152, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern edge of a 5-foot sidewalk strip along Perry Road at the corner of Lot No. 2, which point is 120 feet north of the northwest corner of the intersection of McCall Street, and running thence along the line of said Lot 2, N. 55-57 W. 117.4 feet to an iron pin at the rear corner of said lot; thence N. 33-17 E. 62.6 feet to an iron pin at the rear corner of Lot 4; thence along the line of Lot 4, S. 53-50 E. 111.3 feet to an iron pin at the corner of said lot on the northern edge of said sidewalk strip; thence along the line of said sidewalk strip, S. 27-35 W. 58.8 feet to the point of beginning.

This is the same property conveyed to James E. Williams and Cheryl Ann Williams, by deed March 15th, 1974, from Mahlon L. Polk Sr., Mahlon L. Polk, Jr., and Jimmy C. Polk, and recorded simultaneously herewith.



Together with all and singular rights, members, herditaments, and expurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 fawfully 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 Mortgagoe forever, from and against the Mortgagor and all persons whomseever lawfully claiming the same or any part thereof.

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