GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA county of Greenville JAN 19 10 49 AM '78

2001 1357 BAR 975

DONNIE S. TANNERSLEY ORTGAGE OF REAL ESTATE  $^{R.H.\mathfrak{C}}_{}$  to all whom these presents may concern:

Clarence Guyton and Flvira Guyton

WHEREAS,

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

Mary T. Cox

(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 Twenty Six hundred and no/100

) due and payable Dollars (\$ 2600,00

Payable \$45.00 on the 14th day of each and every month commencing February 14th 1976 and with payments to be applied first to interest and balance to principal with interest thereon from date at the rate of 9% per anum to be computed and paid monthly until paid in full

with interest thereon from date at the rate of -9%

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 being known and designated as lot # 17 of block B of subdivision known as Washington Heights, Plat being recorded in the R. M. C. office for Greenville County in Plat Pook 'M' at page 107, said lot fronts approximately 40 feet on Oak Street and has a depth of approximately 105 feet.

being the same property conveyed to the mortgagors by deed recorded in Deed Pook 423 at page 133



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 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 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 whomspever lawfully claiming the same or any part thereof.