

RES2-70
MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

1571 856

W. S. G.
1 25 PM '82
W. S. G.

WHEREAS, MARK HELMINTOLLER AND JANET HELMINTOLLER

(hereinafter referred to as Mortgagor) is well and truly indebted unto James D. Williams and Ellenna M. Williams

Rt 4, Box 150, Belton, SC 29627

(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 Forty-One Thousand and no/100ths Dollars-----

----- Dollars (\$41,000.00) due and payable

with interest thereon from date of note at the rate of ten (10%) per centum per annum, to be paid: \$359.81 monthly with the entire balance coming due in ten (10) years.

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.

ALL that lot of land in Greenville County, State of South Carolina, in the City of Greenville, on the Eastern side of Highland Drive, being known and designated as Lot No. 7 of Block B as shown on Plat of East Highland Estates, recorded in Plat Book K at Pages 35 and 36, and being more particularly described according to a recent survey of J. C. Hill dated November 18, 1947 said plat being referred to for a more complete description of the metes and bounds thereof.

And also: ALL that lot of land in Greenville County, State of South Carolina, in the City of Greenville, being known and designated as the Northern portion of lot 8, of Block B, of Section 3, of East Highlands Estates, as shown on plat recorded in Plat Book K at page 35, and being more particularly described according to said plat as follows:

BEGINNING at an iron pin in the Eastern side of Carolina Avenue, the joint front corner of Lots 7 and 8, and running thence with line of lot 7, S. 84-11 E. 287 feet to a stake in the Western side of a 5 foot easement; thence in a straight line through lot 8, in a westerly direction to a point in the East side of Carolina Avenue, which point is N. 32-31 W. 25 feet from the intersection of lots 8 and 9; thence with said Avenue N. 32-31 W. 75 feet to the point of beginning.

This being the same as that conveyed to Mark Helmintoller and Janet Helmintoller by deed of James D. Williams being dated and recorded concurrently herewith.

THIS MORTGAGE IS ASSUMABLE ONLY WITH THE WRITTEN CONSENT OF MORTGAGEES.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
RECORDED

400 8 39141801

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.

4328 RV-2