

JUN 23 10 04 AM 1962

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Virgil H. Clark,

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

Garland J. Avera, and Elaine D. Childers,

(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 Five Hundred and Fifty Dollars and No/100-----

Dollars (\$550.00) due and payable

\$20.00 the 26th day of July, 1962, and \$20.00 the 26th day of each month thereafter, with a final payment due the 26th day of January 1965.

with interest thereon from date at the rate of _____ 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 Greenville.

ALL that piece, parcel or lot of land situate, lying and being on the Northeast side of Claremore Avenue, in the City of Greenville, County of Greenville, State of South Carolina, being shown as Lot 27, Block I, Section 5 on a plat of East Highlands Estates, made by Dalton & Neves, Engineers, February, 1941, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book K, at pages 78, 79 and 80, and having, according to a recent survey of "Property of A. M. Fortune", prepared by Dalton & Neves, Engineers, July, 1959, and recorded in said RMC Office in Plat Book SS, at Page 173, the following metes and bounds:

BEGINNING at an iron pin on the northeastern edge of Claremore Avenue at the joint front corner of Lots 27 and 28, and running thence along the northeastern edge of Claremore Avenue, S. 25-42 E. 65 feet to an iron pin; thence along a line of a five-foot path, N. 66-44 E. 170.6 feet to an iron pin; thence N. 31-01 W. 81.9 feet to an iron pin; thence along a line of Lot 28, S. 61-06 W. 163 feet to an iron pin on the northeastern edge of Claremore Avenue.

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.

Paid and Satisfied in full 2-3-65

Witness:
Francis B. Fickelimer
Garland J. Avera
Elaine D. Childers

SATISFIED AND CANCELLED OF RECORD

16th DAY OF February 1965

Delia Farnsworth

R.M.C. Greenville, S. C.

AT 11:43 A.M. o'clock 23032