

*In Release Lot 23 see R. E. M. Book 1018 Page 600
For Release Lot 25 see R. E. M. Book 1006 Page 192
For Release Lot 31 see R. E. M. Book 995 Page 292
For Release Lot 5 see R. E. M. Book 994 Page 457
For Release Lot 2 see R. E. M. Book 977 Page 156
For Release Lot 29 see R. E. M. Book 975 Page 332*

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
Ollie R. M.C.
9 20 AM 1963

MORTGAGE OF REAL ESTATE

925 Page 387

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, J. O. Jones, L. E. Rich, and A. O. Jones

(hereinafter referred to as Mortgagor) is well and truly indebted unto Florinda Cox Dill, Horace N. Cox, and C. Shuford 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 Eight Thousand Eight Hundred and no/100 Dollars (\$ 28,800.00) due and payable

Twenty Four Hundred (\$2,400.00) Dollars on the 15th day of June, 1964, and a like amount on the 15th day of each and every succeeding June until paid in full, except that the final payment, if not sooner paid, shall be due and payable on the 15th day of June, 1973-

with interest thereon from maturity only at the rate of six (6%) per cent to be paid on demand.

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 Mortgagee 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, shown and designated as Lots Nos. 1 through 35, inclusive, of Dellvista Heights, as shown on plat thereof prepared by W. J. Riddle, RLS, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book "RR", at Page 125.

Also, that certain unnumbered lot in Dellvista Heights, being in the southwesterly corner of said subdivision and on the southerly side of Greenvista Lane, as shown on plat above mentioned, said lot fronting approximately 225 feet on Greenvista Lane, having a depth of 183.7 feet adjoining property of Robert Wynn, a depth of 230 feet, more or less, along property of Ora Evelyn Green Kelley, and being triangular in shape.

It is anticipated that lots will be sold from time to time by the mortgagors, and for that purpose the mortgagees by the acceptance of this mortgage, do hereby agree to release from the lien of this mortgage either of or all of said lots upon the payment of Eight Hundred and no/100 (\$800.00) Dollars to the mortgagees for each lot released, said payment to be applied to the mortgagors' note and to the payments due thereunder, provided, however, that not more than thirty (30%) per cent of the face amount of the note may be paid within the first year.

THE WITHIN IS A PURCHASE MONEY MORTGAGE.

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.

(over)

*In Release Lot 17 see R. E. M. Book 904 Page 241
For Release Lot 24 see R. E. M. Book 941 Page 210
For Release Lot 3 see R. E. M. Book 902 Page 324
For Release Lot 3 see R. E. M. Book 904 Page 188*

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Horace N. Cox
Nov. 67
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