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BOOK 1056 PAGE 511

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C. 8008

OLLIE FARNSWORTH

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **J. H. (Jack) McCauley and Nekoda L. McCauley**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **The Peoples National Bank, Greenville, South Carolina**

(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 **Nine Thousand and no/100**

Dollars (\$ 9,000.00) due and payable

OK
8/21/67
\$380.00 on the 5th day of August, 1967 and a like amount on the same day of each third month thereafter until paid in full, said payments to be applied first to interest and the balance to principal

with interest thereon from **date** at the rate of **6 1/4%** per centum per annum, to be paid: **quarterly**

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, City of Greenville, being known and designated as Lot No. 97 of North Hills, property of Title Guaranty and Trust Company, Trustee, and having according to a plat of said property made by Dalton and Neves, Engineers, recorded in the R. M. C. Office for Greenville County in Plat Book H at page 138, the following metes and bounds, to-wit:

Beginning at an iron pin at the corner of McDonald Street and an unnamed street and running thence along said unnamed street N. 66-28 W. 180 feet to an iron pin, corner of Lot No. 110; thence N. 23-32 E. 70 feet to an iron pin, corner of Lot No. 98; thence S. 66-28 E. 180 feet to an iron pin on McDonald Street; thence along McDonald Street S. 23-32 W. 70 feet to the point of beginning.

ALSO, all that piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 98 of North Hills, property of Title Guaranty and Trust Company, Trustee, and having according to a plat of said property made by Dalton and Neves, Engineers, recorded in the R. M. C. Office for Greenville County in Plat Book H at page 138, the following metes and bounds, to-wit:

Beginning at an iron pin 70 feet from the northwest corner of McDonald Street and an unnamed street, joint corner of Lots Nos. 97 and 98 and running thence with the western side of McDonald Street N. 23-32 E. 70 feet to an iron pin, corner of Lots Nos. 98 and 99; thence N. 66-28 W. 180 feet to an iron pin; thence S. 23-32 W. 70 feet to an iron pin, rear corner of Lots Nos. 98 and 97; thence S. 66-28 E. 180 feet to the point of beginning.

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.