

GREENVILLE CO. S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AUG 6 5 00 PM 1968

BOOK 1099 PAGE 375

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R. M. C. } ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, C. R. STONE, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jack E. Shaw Builders, Inc.

(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 Two thousand five hundred and no/100 ----- Dollars (\$ 2,500.00) due and payable

12 months from date of this instrument

with interest thereon from date at the rate of 6 per centum per annum, to be paid: at maturity

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 known and designated as Lot #258 of a subdivision known as Botany Woods, Sector V, according to plat thereof prepared by Piedmont Engineering Service, May 1961, and recorded in the RMC Office for Greenville County in Plat Book YY, at Pages 6 and 7, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Riviera Drive, joint front corner of lots No. 257 and 258 and running thence with the joint line of said lots, No. 16-21 E. 200.7 feet to an iron pin, joint rear corner of said lots, thence S. 80-08 E. 55 feet to an iron pin in the line of Lot 260; thence with the line of Lot No. 260, S. 16-20 E. 71.4 feet to an iron pin in the line of Lot #259; thence with the line of said lot S. 7-21 W. 124.3 feet to an iron pin on the northern side of Riviera Drive; thence with the Northern side of Riviera Drive, No. 85-50 W. 155 feet to the beginning corner.

The grantee accepts this property subject to the terms of that certain note and mortgage to First Federal Savings and Loan Association recorded in Book 968 at Page 520 and has a present balance of \$19,898.23.

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 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.

For satisfaction to this Mortgage

see B. E. M. Book 1155 page 388.

RECORDED AND CANCELLED OF RECORD
31 DAY OF May 1970
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
25 2:35 PM 1970