

STATE OF SOUTH CAROLINA

JAN 9 12 56 PM 1959

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

OLLIE F. NORTH TO ALL WHOM THESE PRESENTS MAY CONCERN:

R. M. C.

WHEREAS, We, Harry Peden and Patricia Ann Peden

(hereinafter referred to as Mortgagor) is well and truly indebted unto Marjorie L. Briggs, Her Heirs and Assigns

(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 Thousand Five Hundred

Dollars (\$ 5,500.00) due and payable

in installments of Sixty Dollars (\$60.00) per month, commencing the 9th day of February, 1969, and each consecutive month thereafter, until paid in full with interest at the rate of Six (6) Percent per Annum, the payments to be applied first to Interest and then to Principal, with the privilege of acceleration.

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

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, in Greenville Township, in Ward One in the City of Greenville and having the following metes and bounds, to-wit:

BEGINNING at the corner of Lot of E. R. Robinson and running thence in a Northerly direction 50½ feet to corner of lot belonging to the Estate of Josephine Fisher and running thence in an Easterly direction with her line, 100 Feet more or less; thence in a southerly direction 50½ Feet to the corner of Lot of E. R. Robinson; thence with the line of his lot, 100 feet more or less, to the beginning corner of Mulberry Street and containing 5050 square feet, more or less.

BEING the same property in the Estate of W. M. Lipscomb, Deceased, who died Testate as noted in Apartment _____, File _____, Office of the Probate Judge for Greenville County, the Devise being to Mrs. Sallie Lipscomb for Life (now Deceased) and then to the Grantor herein. See also Deed from B. F. McDowell to W. M. Lipscomb as noted in Deed Volume 218 at Page 111, Office of the R. M. C. for Greenville County. This property is known as 120 Mulberry Street, Greenville, South Carolina.

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.