

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:



WHEREAS, We, Robert L. Pope and Joyce L. Pope,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Claude R. Rogers and Rudy Martin, their heirs and assigns forever,

(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 One Thousand and No/100

Dollars (\$ 1,000.00) due and payable

in monthly installments of Fifteen and No/100 (\$15.00) Dollars each. Said payments to begin January, 1969, and continue each and every month thereafter until paid in full.

with interest thereon from date at the rate of 6% 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, being known and designated as Lot No. 45, as

shown on a Plat of Pinewood Estates by H. S. Brockman, Surveyor, dated November 7, 1958; and recorded in the R.M.C. Office for Greenville County in Plat Book MM, at page 55, and having according to said plat the following metes and bounds, to wit:

Beginning at an iron pin on County Road, joint front corners of Lots Nos. 44 and 45 and running thence along the line of said lots, S. 16-35 E. 173 feet to iron pin rear line of Lot 39; thence running with rear line of Lots 38 and 39, S. 73-25 W. 90 feet to iron pin rear line of Lot 46; thence running with line of said lot, N. 16-35 W. 170 feet to iron pin on County Road, thence running with County Road, N. 71-32 E. 90 feet to iron pin at point of beginning.

No residence to cost less than Ten Thousand (\$10,000.00) Dollars shall be erected on any lot; no residence shall be erected on lots near than thirty-five (35) feet to the front line; no residence shall be built on any lot unless said lot has 70 feet, or more, frontage; no outside toilets permitted and sewage to be disposed of by approved septic tanks; all lots to be used for residential purposes only.

This conveyance is subject to all easements and rights of way of record.

This being that lot of land conveyed to us by deed of Claude R. Rogers and Rudy Martin to be recorded hereafter.

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.