

MORTGAGE OF REAL ESTATE--Mann, Foster, Ashmore & Brissey, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE OO. S. C.

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MORTGAGE OF REAL ESTATE

BOOK 1130 PAGE 166

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH
R. M. C.

WHEREAS, I, J. F. Littleton

(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

on or before two (2) years from date,

with interest thereon from date at the rate of 8% 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, being lot 37 of Casa Loma Estates as shown on plat recorded in the RMC Office for Greenville County in Plat Book S, page 65, and a strip of land lying between said lot and Merrifield Drive being shown on plat entitled Property of Richard C. Buchanan made by C. C. Jones, Engineer, February 23, 1963, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the south side of Merrifield Drive, corner of Lot 8 (on plat of Pinehurst Subdivision recorded in Plat Book PP, at Page 39 of the RMC Office for Greenville County) and running thence with said Lot S. 19-34 E. 83.5 feet to an iron pin at corner of Lot 36 (on Casa Loma Estates plat); thence with the line of said Lot S. 49-47 W. 205.6 feet to an iron pin on the northeast side of Courtney Circle; thence with the curve of said Street N. 47-23 W. 69.9 feet to an iron pin; corner of Lot 38; thence with the line of said Lot N. 34-47 E. 184.5 feet to an iron pin, the rear corner of Lots 37 and 38; thence with a new line N. 9-31 E. 17.9 feet to an iron pin on the south side of Merrifield Drive; thence with said Street S. 90-29 E. 77 feet to the beginning corner.

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.

For satisfaction to this mortgage, see R.E.M. Book 1195 at Page 169.