

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA

AUG 29 11 20 AM '69

BOOK 1135 PAGE 401

COUNTY OF Greenville

OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, James D. Owens and Rosa D. Owens

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mae H. Huff, 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

Eleven Thousand Eight Hundred and No/100 Dollars (\$ 11,800.00) due and payable

Repayment to be made by 300 equal payments of \$79.68. The first payment to be due September 1, 1969 with subsequent payments due the first day of the months following. The last payment due August 1, 1994

with interest thereon from date at the rate of 6 $\frac{1}{2}$ 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 known and designated as lot 35 as

shown by a plat of the B. E. Greer property recorded in plat book "G" at page 237 and that certain parcel of land adjoining the rear of the said lot 35 as shown by a plat recorded in plat book "K" at page 92, the said plats being recorded in the R. M. C. Office for Greenville County South Carolina, the parcel of land as a whole having the following metes and bounds To-Wit:

Beginning at an iron pin at the joint front corner of lots 34 and 35 on the Northern side of Rogers Avenue and running thence with the Northern side of Rogers Avenue N. 83-55 E. 78 feet to an iron pin; thence N. 5-50 W. 189.8 feet to an iron pin; thence S. 83-03 W. 48.3 feet to an iron pin; thence S. 26-41 W. 105.6 feet to an iron pin; thence N. 83-55 E. 27.8 feet to an iron pin; thence S. 5-50 E. 78 feet to an iron pin 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 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.