

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

SEP 18 10 41 AM '69

BOOK 1137 PAGE 197

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH
R. M. C.

WHEREAS, James Frank White

(hereinafter referred to as Mortgagor) is well and truly indebted unto Essie M. Hughey and Jack K. Hughey

(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 Seven Thousand and no/100-----

----- Dollars (\$ 7,000.00) due and payable
in One Hundred Forty-four (144) equal monthly installments of Seventy-One
and 99/100 (\$71.99) Dollars each, commencing on November 15, 1969, and
continuing until October 15, 1981, when the entire balance will be due and
payable, payment to be applied first to the interest and then to the
principal.

with interest thereon from date at the rate of Seven 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, Grove Township, on the eastern side of U. S. Highway 29 and on the western side of the P & N Railway and having, according to a plat of "Property of Essie M. and Jack K. Hughey", dated September 22, 1950, prepared by J. C. Hill, RLS, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern edge of U. S. Highway 29 and running thence S. 75-10 E. 51.8 feet to an iron pin on the western edge of the right-of-way of P & N Rail Road; thence along said right-of-way of said Rail Road, S. 23-30 E. 60.02 feet to a point; thence continuing along said Rail Road right-of-way, S. 32-45 E. 157.7 feet to a point; thence continuing along said right-of-way of said Rail Road, S. 40-00 E. 32.6 feet to an iron pin; thence N. 85-15 W. 99.3 feet to an iron pin on the eastern edge of U. S. Highway 29; thence along the eastern edge of U. S. Highway 29, N. 18-30 W. 235.7 feet to the beginning corner.

The Mortgagees agree that in the event the Mortgagor sells the property described in this mortgage that the purchaser may assume this loan provided he secures the approval of the Mortgagees and the Mortgagees will not unreasonably withhold such approval.

The Mortgagees agree to hold in abeyance any legal action to which they are entitled because of failure to make any payment on time for a period of sixty (60) days from the date said payment was due, after which time they may proceed in any manner provided by law and/or by this instrument.

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.