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GREENVILLE '00. S. C.

BOOK 1148 PAGE 317

STATE OF SOUTH CAROLINA FEB 17 2 31 PM '70

COUNTY OF GREENVILLE

OLLIE FARNSWORTH  
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Porter F. Vaughn, am

(hereinafter referred to as Mortgagee) is/well and truly indebted unto  
James A. Fowler, Jr. and Ruby R. Fowler

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Five Thousand, Two Hundred Eighty and No/100-----

----- Dollars (\$ 5, 280. 00 ) due and payable

This mortgage is given to secure the advance payment of two years lease payments on the mortgaged property and the lien of this mortgage shall terminate at the expiration of said two-year lease, with no interest

~~with interest at the rate of~~ per centum per annum, to be paid:

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee 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 Mortgagee 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, lying and being on the easterly side of State Highway 291, near the City of Greenville, South Carolina, being shown as Lot 3 on the plat of the subdivision of Lot 9 of the J. H. Sitton property (Plat Book II, page 127), made by Woodward Engineering Company, dated June 15, 1957, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book NN, page 105, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of State Highway 291, at a point 565 feet South of the southeasterly corner of the intersection of said highway with Edwards Road, said pin being the joint front corner of Lots 2 and 3, and running thence along the joint line of said lots, South 88-15 East 192.41 feet to an iron pin on the westerly side of a 30 foot alley; thence along the westerly side of said alley, South 43 West 20.01 feet to an iron pin, joint rear corner of Lots 3 and 4; thence along the joint line of Lots 3 and 4, North 88-15 West 192.04 feet to an iron pin on the eastern side of State Highway 291; thence along the easterly side of said highway, N. 1-35 East 20 feet to the point of beginning; being the identical lot of land conveyed to Porter F. Vaughn by W. A. Waldrop and W. H. Martin by deed dated January 23, 1958 and recorded April 8, 1958 in Book 506, at page 20, in the Register of Mesne Conveyance office for Greenville County, South Carolina.

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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.