

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE, S. C.

BOOK 1150 PAGE 429

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MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, J. D. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. E. Surratt, his heirs & 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

FOUR HUNDRED FORTY-FOUR AND NO/100 ----- Dollars (\$ 444.00) due and payable
Thirty-seven (\$37.00) Dollars per month beginning April 9, 1970, and continuing
on the 9th day of each month thereafter for twelve successive months,

with interest thereon from date at the rate of 8% per centum per annum, to be paid:

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 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:

Chick Springs

"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, adjacent to the Southwest side of Piney Mountain, on the Northeast side of McGee Road, about 16 feet from said road, adjoining lands now or formerly owned by W. T. Eddings on the North, lands of J. P. Griffin on the east and south, and the McGee lands on the West, having the following metes and bounds, as shown on Plat made by J. Earle Freeman, May 4, 1937:

BEGINNING at an iron pin in an old road bed 16 feet from the McGee Road, and running thence N. 51-3/4 E. 3.16 chains to an iron pin in gully; thence S. 43-1/2 E. .80 chains to iron pin; thence S. 51-3/4 W. to an iron pin in old road bed; thence N. 43-1/2 W/ .80 chains to beginning corner, containing one-quarter acre, more or less.

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.