

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE, S. C.
JUN 25 4 13 PM '70
S. D. MCKINNEY, JR.
ATTORNEY-AT-LAW
OLLIE FARNSWORTH
R. M. C.

BOOK 1159 PAGE 85

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Phillip D. Hudson and Nancy N. Hudson

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. L. Hudson

(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 nine thousand and no/100-----

----- Dollars (\$ 9,000.00) due and payable at the rate of \$74.60 per month hereafter until paid in full, payments to be applied first to interest and the balance to principal; the first payment to be due July 18, 1970, and the remaining payments to be due on the 18th day of each and every month thereafter until paid in full,

with interest thereon from date at the rate of five 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, ~~his heirs and assigns forever~~ his heirs and assigns forever:

"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, on Roper Mountain Road, containing .91 acres, and having the following metes and bounds according to plat entitled Property of Phillip D. Hudson, prepared by C. O. Riddle, Reg. L. S., May 19, 1970 and recorded in the R. M. C. Office for Greenville County in Plat Book 4E at page 69 :

BEGINNING on a bolt in Roper Mountain Road and running on a new line through property of the grantor, N. 8-29 E. 201.2 feet to iron pin; thence on a new line through property of the grantor, S. 84-35 E. 139.5 feet to iron pin on line of property of the grantor; thence S. 17-30 E. 237.9 feet to bolt in center of Roper Mountain Road; thence on a line in the Roper Mountain Road, N. 80-18 W. 243.7 feet to the beginning corner.

This is the same property conveyed to the mortgagors this date by the mortgagee by deed to be recorded herewith.

Together with all and singular rights, members, herditaments, 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.