

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

JUL 27 4 12 PM '70
OLLIE FARNSWORTH
R. M. C.

BOOK 1161 PAGE 497

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, Charlie E. Waddell and Patricia Ann Waddell

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. J. Dalton and Edna Dalton

(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 SEVEN HUNDRED AND no/100-----
Dollars (\$ 11,700.00) due and payable

in successive equal monthly installments of One Hundred Twenty Nine and 90/100 (\$129.90) Dollars, including interest, first installment due and payable on the 1st day of August, 1970, and a like payment on the first day of each succeeding month thereafter until both principal and interest are paid in full with interest thereon from date at the rate of six (6%) 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, in Gantt Township, being known and designated as Lot No. 43 on plat of Oakvale Farms made by C. C. Jones, Engineers, August 1941, recorded in the R.M.C. Office for Greenville County in Plat Book M, Page 15, and having the following metes and bounds:

BEGINNING at an iron pin on the west side of a thirty-foot Road, corner of Lots Nos. 42 and 43, and running thence with line of Lot No. 42, N. 58-18 W. 953.3 feet to an iron pin; thence N. 11-22 E. 225.1 feet to an iron pin, joint corner of Lots Nos. 43 and 44; thence with line of Lot No. 44, S. 58-18 E. 990.2 feet to an iron pin on the west side of a thirty-foot Road; thence with said Road S. 9-48 E. 49.3 feet to an iron pin; thence still with said Road, S. 20-10 W. 54 feet to an iron pin; thence still with said Road S. 32-43 W. 125 feet to an iron pin, the beginning corner.

The above described property is the same that was conveyed to us by the mortgagees herein by deed of even date herewith, yet to be recorded, and this mortgage is given to secure a portion of the purchase price thereof.

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.