

AUG 21 11 57 AM '70

BOOK 1164 PAGE 129

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } WILLIAM EARNSWORTH
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, William Sloan Jones and Marilyn F. Jones

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ellen T. Forsberg

(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 Ten Thousand Six Hundred Forty Two and 35/100-----

-----Dollars (\$ 10,642.35) due and payable \$105.60 on the 1st day of September, 1970 and \$105.60 on the 1st day of each and every month thereafter until paid in full. Payment to be applied first to the interest and then to the principal.

with interest thereon from date at the rate of 5 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, being known and designated as Lot 134 of Wade Hampton Gardens, Section III, as shown on plat thereof recorded in the RMC Office for Greenville County, South Carolina in Plat Book YY at Page 179 and having according to said plat the following metes and bounds, to wit:

Beginning at an iron pin on the Southeastern side of Danburry Drive, joint-front corner of Lots 134 and 135 and running thence along the common line of said lot S. 48-12 E. 109.8 feet to an iron pin; thence across the rear line of Lot 134 S. 8-28 W. 128 feet to an iron pin; thence with the common line of Lots 133 and 134 N. 68-55 W. 137.7 feet to an iron pin on the Southeastern side of Danburry Drive, thence with the Southeastern side of said Drive N. 17-30 E. 90 feet to an iron pin; thence continuing with said Drive N. 30-47 E. 75 feet to an iron pin, the point of beginning.

The Mortgagors are given the privilege of anticipating payment in full or in any lesser amount at any time.

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.