

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLEFILED
GREENVILLE CO. S. C.MORTGAGE OF REAL ESTATE
SEP 3 4 34 PM '70TO ALL WHOM THESE PRESENTS MAY CONCERN,
OLLIE FARNSWORTH
R. M. C.

WHEREAS, JOHN Q. MARSHALL

(hereinafter referred to as Mortgagor) is well and truly indebted unto WALTER W. GOLDSMITH & WILLIAM R. TIMMONS, JR.

(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

TWELVE THOUSAND EIGHT HUNDRED NINETY AND 76/100-----Dollars (\$12,890.76) due and payable in annual installments of \$2,578.15 beginning on the 7th day of October, 1971 and continuing on the same day of each year thereafter until paid in full. (The Mortgagor reserves the right to prepay in part or in full prior to maturity without penalty).

with interest thereon from date at the rate of 7 per centum per annum, to be paid: semi-annually

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, on the Eastern side of Haywood Road and being shown on plat of property of Goldsmith & Timmons prepared by R. B. Bruce, Reg. Surveyor, dated August 17, 1970 as Lot #2, and having according to said plat the following metes and bounds to wit:

Beginning at an iron pin on the Eastern side of Haywood Road at the joint front corner of Lots 1 and 2 and running thence with the joint line of said lots S. 62-03 E. 199 ft. to an iron pin; thence with the joint line of Lot #3 N. 27-57E. 106 ft. to an iron pin on the Southern side of an unnamed road; thence with the Southern side of said road N. 62-03W. 157.9 ft. to an iron pin; thence S. 76-22W. 37.7 ft. to an iron pin on the Eastern side of Haywood Road; thence with Haywood Road S. 37-0W. 81.8 ft. to an iron pin at the point of beginning.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.