

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.

SEP 18 2 35 PM '70

BOOK 1167 PAGE 05

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Jimmy Taleff

(hereinafter referred to as Mortgagor) is well and truly indebted unto Barbara C. Lackey McCall, her heirs and assigns forever,

(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 Thirteen Thousand Five Hundred and no/00

Dollars (\$13,500.00) due and payable in payments of Six Hundred and no/00 (\$600.00) Dollars each toward the principal each six months, continuing each six months hereafter until paid in full. The Mortgagor shall have the right to accelerate payments or to pay all in full at anytime before due.

/September 15, 1970

with interest thereon from the date of the rate of 7 1/2% 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, Chick Springs Township, on the East side of South Trade Street in the City of Greer, and being a portion of Lot No. 2 as shown on a Plat recorded in Plat Book "K", at page 21, R.M.C. Office for Greenville County, and having the following courses and distances, to-wit:

BEGINNING at the front corner of lots Nos. 2 and 3, on East side of South Trade Street, and running thence with said Street, N. 4.09 W. seventy (70) feet to iron pin, corner of Lot No. 1; thence N. 81.22 E. approximately one hundred and fifty-five (155) feet to iron pin, corner of lot sold from No. 2; thence about S. 12.40 E. approximately 88 feet; thence S. 87.40 W. approximately one hundred and sixty-eight (168) feet to the beginning corner.

This is the same identical property heretofore conveyed to Mrs. Barbara C. Lackey McCall by deed of Elizabeth W. Chandler, said deed was dated August 9, 1957, and recorded August 20, 1957, in Deed Book 582 at page 443, in the R.M.C. Office for Greenville County, South Carolina.

Also:

All that tract or parcel of land lying and being in the City of Greer, Greer School District, Chick Springs Township, Greenville County, South Carolina, and known as #401 Trade Street, situate on the East side of said Street and on South side of Southern Railway right-of-way, and designated as Lot #1 on plat of the D. D. Davenport Estate, by H. S. Brockman, Surveyor, August 9, 1939, and having the following courses and distances, to-wit:

BEGINNING at iron pin on Eastern edge of sidewalk of Trade Street, cornering with Southern Railway right-of-way, and opposite a fire hydrant, and runs thence with said Trade Street, S. 8-50 E. sixty-seven (67) feet to corner of lot #2; thence dividing lots Nos. 1 and 2, N. 81-23 E. one hundred fifty-four and 95/100 (154.95) feet to iron pin on a 15-foot alley; thence with western edge of said alley, N. 12-40 W. seventy-eight and seventy-five one hundredths (78.75) feet to a point on Southern Railway right-of-way; thence with said right-of-way, S. 76-55 W. one hundred fifty and one-tenth (150.1) feet to the beginning corner. From the original lot #1 has heretofore been sold fifteen-foot strip on the east of said alley.

This is the same property conveyed to Barbara C. Lackey McCall by deed of Mrs. Elizabeth W. Chandler being dated August 9, 1957, and duly recorded in the Office of R.M.C. for Greenville County on August 20, 1957, in deed book 585 at page 440 and conveyed to Jimmy Taleff herein by deed dated August 28, 1970, to be recorded herewith.

"This is a Purchase Money Mortgage."

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.