

FILED
GREENVILLE CO. S. C.

BOOK 1167 PAGE 115

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

SEP 21 1 53 PM '70

MORTGAGE OF REAL ESTATE

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

WHEREAS, I John B. Freeman

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Southern Bank and Trust Company, Piedmont, S. C.

(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

Two thousand seven hundred seventy and 53/100 Dollars (\$ 2,770.53) due and payable payable in monthly installments of \$56.00 per month, including principal and interest, the first of these installments being due and payable on October 15, 1970, and a like sum on the corresponding day of each and every calendar month thereafter until the whole of said debt is paid in full.

with interest thereon from date at the rate of 8% 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. All that lot of land situate on the west side of the old U. S. Highway 29 (also known as the Old Greenville-Piedmont Highway) in Gantt Township, Greenville County, S. C., and being known as Lot 5, on a plat of the Estate of W. C. Cleveland, made by Dalton & Neves, Engineers, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "EE", Page 9, and having the following metes and bounds to wit:

BEGINNING at an iron pin on the west side of Old U. S. Highway 29 joint front corner of Lots 4 and 5 and running thence along the line of Lot 4, S 81-18W. 225.2 feet more or less to an iron pin in the center of Piedmont-Northern Railroad Track; thence with the center of said railroad track, S 12-05E 200.35 feet more or less to a point in center of said track at a point where the joint line of Lots 5 and 6 if extended westerly in a straight line would intersect with the center of said railroad track; thence N. 81-18 E. 213.4 feet more or less to an iron pin on the western side of Old U. S. Highway 29, thence with western side of said highway N. 8-42 W 200 feet to the beginning corner.

The western portion of the lot hereby conveyed is subject to the right-of-way of the Piedmont Northern Railway Company as shown by the recorded plat above mentioned.

This property is conveyed subject to the restrictions that said lot shall be used for residential purposed only.

This is a portion of the property that was owned by W. C. Cleveland at the time of his death on August 26, 1946, and this conveyance is made by the Grantors, as Executors under the will of W. C. Cleveland pursuant to the power and authority conferred on them by his will dated January 17, 1940, on file in the Probate Court for Greenville County, S. C. in Apartment 518, File 29.

ALL that lot of land situate on the west side of Old U. S. Highway 29 (also known as the Old Greenville - Piedmont Highway), in Gantt Township, Greenville, S. C. and shown as Lot #4 on a plat of the Estate of W. C. Cleveland, made by Dalton & Neves, Engineers, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "EE", Page 9, and having the following metes and bounds, to wit: BEGINNING at an iron pin on the western edge of Old U. S. Highway 29 joint from corner of Lots 3 and 4 and running thence with the line of Lot 3, S 81-18 W . 237.1 feet more or less, to a point in center of the Piedmont - Northern Railway track, thence with the center of said track, S 12-05 E 200.35 feet more or less to a point where the joint line of lots 4 and 5 would intersect with the center of said railroad track if extended westerly in a straight line; thence N 81-18 E 225.2 feet more or less to an iron pin on the west side of Old U. S. Highway 29; thence with the west side of said highway, N 8-42 W 200 feet to the BEGINNING CORNER.

The western portion of the lot conveyed is subject to the right-of-way of the Piedmont -Northern Railway Company as shown by the recorded plat above mentioned.

This deed is made subject to restriction contained in prior deed s in the chain of title that the lot is to be used for residential purposes only, and subject also to the right of the owner of Lot 3 to use a joint driveway along line of Lots 3 and 4 as a means of ingress and egress to the property.

This being the same land conveyed to Roy B. Phillips by the First National Bank of Greenville, S. C., as Executor under the will of W. C. Cleveland, deceased, by deed dated March 18, 1953, recorded in Book of Deeds 474, at page 525, in the office of the Register of Mesne Conveyance for Greenville County, South Carolina.

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.

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 2 PAGE 491

SATISFIED AND CANCELLED OF RECORD

20 DAY OF Sept. 1971
Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4:05 O'CLOCK P. M. NO. 8376