

MORTGAGE OF REAL ESTATE—Offices of **GREENVILLE CO. S. C.** **FILED**
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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

DEC 23 4 50 PM '70

BOOK 1176 PAGE 401

OLLIE FARNSWORTH
R. M. Co ALL WHOM THESE PRESENTS MAY CONCERN,

MORTGAGE OF REAL ESTATE

WHEREAS, **LUTHER GALE MURRELL**

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

**THE PEOPLES NATIONAL BANK,
GREENVILLE, SOUTH CAROLINA**

(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

FIVE THOUSAND AND NO/100-----Dollars (\$ 5,000.00) due and payable in equal monthly installments of \$60.67 beginning on the 1st day of January 1971, and continuing on the same day of each month thereafter until paid in full; said payments are to be first applied to interest and the remainder to principal.

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, and being on the western side of a dirt road near Grove Road, and having the following metes and bounds according to a plat entitled, Survey for C. B. Martin Company dated March 30, 1970 by Piedmont Engineers and Architects:

Beginning at a point in the center of the said dirt road at the corner of property of C. B. Martin, Jr. and C. S. Martin and running thence with the line of said Martin property N. 80-04 W. 25 feet more or less to a point on the western of said dirt road; thence continuing N. 80-04 W. 140.87 feet to a point; thence N. 9-29 E. 134.0 feet to a point; thence south 80-04 E. 159 feet more or less to a point in the center of said dirt road; thence with the center of said road S. 9-29 W. 87 feet more or less to a point; thence continuing with the center of said road S. 1-37 W. 47 feet more or less to the beginning; being a portion of the 2.89 acre tract conveyed to the grantor herein by deed of A. B. Murrell, dated March 5, 1957, recorded in Deed Book 572, Page 314.

The above property is subject to a 25 ft. road right-of-way along the Eastern boundary line.

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.