

FILED

MORTGAGE OF REAL ESTATE - GREENVILLE CO. S.C. Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA **MAR 9 3 28 PM '71** BOOK 1183 PAGE 63

COUNTY OF GREENVILLE **LILLIE FARNSWORTH** MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, John-A. Messer, Jr., Winifred N. Messer, John A. Messer III, Douglas G. Messer and Alan M. Messer, (hereinafter referred to as Mortgagor) is well and truly indebted unto Mamie Forrester Baldwin, in the amount of \$6,666.66, and to Robert Curtis Baldwin, Toy E. Baldwin, Henry M. Baldwin, Virginia Baldwin Bramlett, Jessie Baldwin Rice, Gettis Baldwin Holcombe, Janie Baldwin Mullinax, David C. Baldwin and Mary Massey Baldwin Morris, in the amount of \$1,481.48 each, (hereinafter referred to as Mortgagee) as evidenced by Mortgagor's promissory notes of even date herewith, the terms of which are incorporated herein by reference, in the sum of Nineteen Thousand Nine Hundred Ninety-nine and 98/100 (\$19,999.98) Dollars, due and payable on or before January 2, 1972. Promissors to have the right to anticipate payment or prepay this note at any time without penalty;

with interest thereon from _____ date _____ at the rate of six (6%) per centum per annum, to be paid: at maturity.

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 Frontage Road of U. S. Highway 276 near the Town of Mauldin, South Carolina, said property being formerly owned by W. H. (Hugh) Baldwin and said property inherited from him by the Mortgagee herein and John Daniel Baldwin (See Probate Court Records for Greenville County, Apartment 378, File 29), said property being shown on the Greenville County Tax Maps on Sheet 292, Block 1, Tract 13, and being further shown on a plat entitled "Baldwin Site" recorded in the R.M.C. Office for Greenville County in Plat Book "41," at Page 31.

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.