

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.

BOOK 1189 PAGE 607

MAY 7 4 43 PM '71

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R. M. C.

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Carl C. Yates and Ellen H. Yates

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

J. C. Cox, 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 One Thousand Two Hundred Twenty Eight and 67/100 Dollars (\$ 1,228.67) due and payable

at the rate of \$20.00 per month on the first day of each month beginning on May 1, 1971 and continuing until principal and interest are paid in full. Said payments shall be applied first to interest, balance 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, Grove Township, Rehobeth School District, containing three and two-tenths (3.2) acres, more or less, as per survey and plat of J. Don Lee, of Roy J. Owens property, made March 27, 1959 and recorded in Plat Book 00 at page 233, Greenville County R.M.C. Office and having the following metes and bounds, to-wit:

Beginning at an iron pin, joint corner of the R.M. Cleveland Estate and Roy J. Owens and running S 9-15 W, 400 feet to an angle iron pin; thence S 43-23 W, 263 feet to an iron pin, joint corner of the R. M. Cleveland Estate and Roy J. Owens; thence along the Cleveland line N 42-30 W, 350 feet to an iron pin; joint corner of Cleveland and grantor, thence N 55-45 E, 581 feet to the beginning corner.

This mortgage is second in lien to that held by Saluda Valley Federal Savings & Loan Association in the amount of \$6,000.00 of same date.

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.