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BOOK 1196 PAGE 599

MORTGAGE OF REAL ESTATE - Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

OLLIE FARNSWORTH  
R.M.C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

### MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

**Whereas:** JAMES R. POWELL AND SHELBY F. POWELL

(hereinafter referred to as Mortgagor) is well and truly indebted unto PEOPLES NATIONAL BANK, Simpsonville Branch, Simpsonville, 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 -----

--Four Thousand Seventy Seven and no/100-----Dollars (\$ 4,077.00 ) due and payable

at the rate of \$67.95 with first payment due July 25, 1971 and the last payment and final payment due on or before July 25, 1976.

With interest thereon from date at the rate of 6 1/2 per centum per annum to be paid: in advance

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, in Austin Township, being known and designated as Lot 21 of Property of E. M. Bishop and Rosa Lee Bishop as shown by plat recorded in Plat Book S. at page 127 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a iron pin on the East side of Rose Circle at the joint front corner of Lots 19 and 21 and running thence with the line of Lot 19 S. 87-30 E. 212.5 feet to a point; thence, S. 2 W. 99.8 feet to a point to N. 87-30 W. 218 feet to a point of Rose Circle thence to Rose Circle N. 5-10 E. 99.1 feet to the beginning corner and being the same property conveyed to mortgagors herein by deed recorded in Deed Volume 794 at page 459.

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.