

6 Perry Road, Greenville, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
MAY 15 12 03 PM '78
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN: 890X 1432 PAGE 23

WHEREAS, James W. Booth, Jr. and Janolyn Lee Booth

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mahlon L. Polk, Sr.

(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 SEVENTEEN THOUSAND AND NO/100THS----- Dollars (\$17,000.00) due and payable pursuant to note of even date.

with interest thereon from date at the rate of 8 1/2 per centum per annum, to be paid: Monthly.

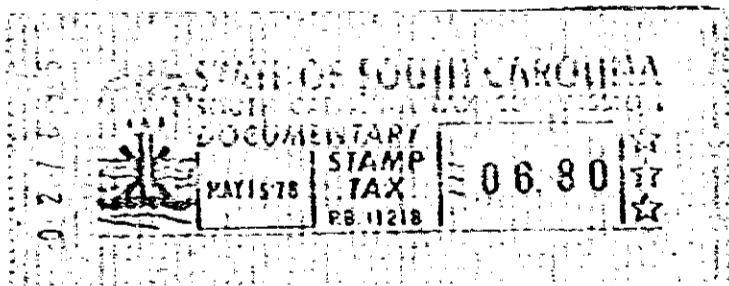
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, in the section known as Sans Souci, being known and designated as Lot #1 of a subdivision of the property of the Ethel Y. Perry Estate as shown on plat thereof prepared by W. J. Riddle, Surveyor, March 1946, and recorded in the R. M. C. Office for Greenville County in Plat Book Q at Page 24 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northeast corner of the intersection of Perry Road and Berkley Avenue and running thence with Berkley Avenue, N. 47-0 W. 131 feet to an iron pin at the rear corner of Lot 28; thence with the line of that lot, N. 43-0 W. 50 feet to an iron pin, rear corner of Lots 1, 2, 27 and 28; thence with the line of Lot 2, S. 47-0 E. 131 feet to an iron pin on Perry Road; thence with Perry Road, S. 47-0 W. 50 feet to the beginning corner; being the same conveyed to us by Jack H. Hembree and Ruby M. Hembree by deed dated March 21, 1964 and recorded in the R. M. C. Office for Greenville County in Deed Vol. 745 at Page 64.

This being the same property conveyed to the Mortgagors by Deed of even date.



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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.

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