BOOK 1092 PAGE 409 MORTGAGE OF REAL ESTATE-Mann, Foster, Johnston & Ashmore, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

I. Virginia C. Summey

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

S. L. Rogers

Dollars (\$ 10,000.00 ) due and payable

on or before three (3) years after date with the privilege to anticipate payment of part or all at any time,

with interest thereon from

. date

at the rate of

**Six** per centum per annum, to be paid:

Quarterly in

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 northeastern side of U.S. Highway #25, and being known and designated as Lot 2 on plat of Property of William M. Tindal Estate prepared by C.O. Riddle dated August, 1955, and having according to said State of South Carolina, County of plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northeastern side of U. S. Highway #25 at the joint front corner of Lots 1 and 2 and running thence with the line of said Lots, N. 50-30 E. 350 feet to an iron pin; thence along the joint rear line of Lots 2 and 6, N. 39-15 W. 100 feet to an iron pin; thence along the joint lines of Lots 2 and 3, S. 50-30 W. 350 feet to an iron pin; thence along the northeastern side of said Highway #25, S. 39-15 E. 100 feet to the point of beginning, and being the same property conveyed to the mortgagor by deed recorded in Deed Book 556, at page 491.

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.