

Nov 3 9 47 AM '70

BOOK 1171 PAGE 413

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, R. M. Caine

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Piedmont Bank & Trust Company

(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 Sixty-Five Thousand and no/100-----

-----Dollars (\$ 65,000.00) due and payable \$2,500.00 three months from date and \$2,500.00 each succeeding three months thereafter for a total of seven quarters with the remaining balance to be paid in full two years from date; interest payments to be made in addition to the foregoing principal payments,

with interest thereon from date at the rate of 9½ per centum per annum, to be paid: quarterly

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 of my right, title and interest in

"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, City of Greenville, on the Eastern side of Townes Street and being described according to a plat prepared by Dalton & Neves Engineers, dated April 1949, and entitled "Property of Calhoun Towers, Inc., Greenville, S. C., and recorded in the Greenville County, South Carolina R. M. C. Office in Plat Book W, at page 41, and having according to said plat the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the Eastern side of Townes Street, which iron pin is 181.7 feet from the intersection of Townes Street and West Elford Street, and running thence S. 69-41 E. 195.7 feet to an iron pin, where this lot corners with property now or formerly owned by Calhoun Towers, Inc., and running thence along the common line of the property herein conveyed and the property now or formerly owned by Calhoun Towers, Inc. N. 19-09 E. 219.5 feet to an iron pin on the Southern side of a 12 foot alley; thence along the Southern side of said 12 foot alley N. 70-00 W. 20.7 feet to an iron pin; thence continuing in the same direction (N. 70-00 W.) along the common line of the property herein conveyed and the property now or formerly of Walter S. Grinnin and J. D. Isbell 182 feet to an iron pin on the Eastern side of Townes Street; thence along the Eastern side of Townes Street S. 17-30 W. 218.7 feet to an iron pin, the beginning corner.

The property above described is subject to all easements, rights-of-way, and conditions and restrictions, recorded or unrecorded.

This is the same property conveyed to the mortgagor by deed of Liberty Properties Corporation of South Carolina by deed recorded in the R. M. C. Office for Greenville County in Deed Book 620, at page 235 and in Deed Book 894, at page 68.

The foregoing property is subject to a right-of-way not in excess of 16 feet for street purposes.

Together with all and singular rights, members, hereditaments, 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.