Address of martgagee: 117 Maple Drive (0.8 Fountain Inn, S. C. 29644

## JAMES D. McKINNEY, JR. ATTORNEY - AT - LAW 1440 PAGE 177

STATE OF SOUTH CAROLINA 3 4 09 5

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, James Atkinson and Norma Atkinson

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

(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 twelve hundred and seventy-six and 05/100-----

at the rate of \$61.87 per month hereafter until paid in full; the first payment to be due on August 10, 1978, and the remaining payments to be made on the 10th day of each and every month thereafter until paid in full; payments to be applied first to interest and the balance to principal, with interest thereon from date at the rate of six 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, being known and designated as Lot No. 7,

Section "C", of the property known as Washington Heights, as shown on survey made by N. O. McDowell, Jr. and Julian P. Moore, Surveyors, in December, 1944, and recorded in the R. M. C. Office for Greenville County in Plat Book "M" at page 107, to which plat and record thereof reference is hereby made.

This lot faces 40 feet on Oak Street; thence on the East 132 feet; thence 40 feet in rear, adjoining Lot No. 18, Section "C", thence 135 feet on the North, to beginning corner.

This is the same property conveyed to the mortgagors this date by the mortgagee by deed to be recorded herewith.

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 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.

(CONTINUED ON NEXT PAGE)

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