STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE 78 PAGE 77 TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS.

2 S O 6 W.C. MITCHELL and MARY L. MITCHELL

(hereinafter referred to as Mortgagor) is well and truly indebted unto EDMUND H. E. CASS

(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-----ELEVEN THOUSAND SIXTY AND NO/100-----

Dollars (\$ 11,060.00) due and payable in accordance with the terms of the Note of even date herewith

per centum per annum, to be paid: according to the at the rate of eight with interest thereon from date Rule of 78's as shown on an Amortization Schedule supplied to Cass and Mitchells.

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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, self and release unto the Mortgagoe, 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

ALL that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being the in the State of South Carolina, County of Greenville, in the City of Greenville, being shown as all of Lot 3 on plat of Augusta Road Hills, prepared by Dalton & Neves, Engineers, in December 1940, which plat is recorded in Plat Book "L", at pages 56-57 in the RMC Office, Greenville County, S. C., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Low Hill Street at the joint corner of Lots 4 and 3; thence along the joint line of said lots, N. 48-05 E. 60 feet to an iron pin in line of Lot 2; thence with the line of Lot 2, S. 41-55 E. 190.7 feet to an iron pin on the northwest side of Rice Street (formerly Henrietta Avenue); thence with the line of Rice Street, S. 29-23 W. 28.3 feet to an iron pin; thence along a curved course in a northwesterly direction, (the chord of which is S. 83-84 W. 40.60 feet), to an iron pin on the east side of Low Hill Street; thence along the easterly side of said street, N. 41-55 W. 176.1 feet to the point of beginning.

THIS is the same property conveyed to the Mortgagors herein by Deed of even date to be recorded herewith.

> STATE OF SOUTH CAROLINA Neouth Carolina tax commission DOCUMENTARY TAX E 0 3. 3 3 क्रशास |

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 bereafter 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 bousehold furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its beirs, 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 bettin. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.