county of Greenville

JAN 14 2 15 PM 1963

MORTGAGE OF REAL ESTATE

BDDK 911 PAGE 245

OLDIE FARNSWORTH

TO ALL WHOM THESE PRESENTS MAY CONCERN: A. M.C.

WHEREAS, We, Jerry M. Roberts and Elaine C. Roberts

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jack E. Shaw, Builders, Inc.

(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 Seven Hundred Forty Four and 53/100. Dollars (\$ 744.53

) due and payable

Due and payable Six months from date of this instrument

with interest thereon from date at the rate of

per centum per annum, to be paid at marurity

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 aforesald 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 Mortgages, its successors and as-

"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 Northern side of Eastwood Court in the City of Greenville, and known and designated as Lor No. 4 on plat of Subdivision known as Eastwood Terrace, which plat is recorded in the RMC Office for Greenville County in Plat Book MM at page 34. Said lot has such metes and bounds as shown thereon.

The Grantee herein accepts this property subject to the terms of that certain note and mortgage heretofore executed by the Grantor herein unto C. Douglas Wilson and Co., which mortgage is recorded in the RMC Office for Greenville County in Mortgage Book 816 at Page 303 and was in the original amount of \$10,150.00 and has a present balance of \$9,603.89.

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 thereform, 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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