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BOOK 1103 PAGE 317

MORTGAGE OF REAL ESTATE-Mann, Foster, Johnston & Asimore, Attorneys at Law, Justice Building, Greenville,

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLIE FARLSWERTH

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Thomas Jenkins and Charles H. Jenkins

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. S. Fox

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated

--THREE THOUSAND FIVE HUNDRED AND 00/100THS- - - - Dollars (\$3,500.00) due and payable \$108.07 on October 1, 1968 and a like amount on the first day of each month thereafter until paid in full, payments to be applied first to interest and then to principal, with prepayment privileges, the unpaid balance to be due, if not sooner paid, three years from date.

with interest thereon from date

at the rate of 7 (7%) per centum per annum, to be paid:

d: 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, at the southeast corner of Goodwin and Shumate Street. Beginning on said corner and running in an easterly direction with Goodwin Street toward Rutherford Street 55 feet to corner of lot conveyed by Maria C. Davis to Mabel W. Ligon; thence with the line of said lot in a southerly direction 102 feet to line of lot of E. L. Burk; thence with Burk's line in a westerly direction 52 feet, more or less, to a stake on Shumate Street; thence in a northerly direction with Shumate Street 102 feet to the beginning corner and being a part of the land described in Deed of Maria C. Davis to Lula Berry, dated April 8, 1913, and by Lula Berry deed to Edward Trapp and Calhoun Trapp of date of 3rd day of June, 1919, recorded in R.M.C. Office for Greenville County in Book "H", at Page 178."

This is the same property conveyed to Dollie Jenkins by deed recorded in the R.M.C. Office for Greenville County In Book 139, at Page 462. The said Dollie Jenkins died and, as shown by the probate records of Greenville County in Apt. 1040, File 15, the mortgagors herein are her sole heirs at law.

It is understood and agreed that, insofar as Charles H. Jenkins is concerned, this mortgage is given as collateral security only and that Charles H. Jenkins will have no personal liability on account of the note which is secured by this mortgage.

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.

Paid in full this 8th day of Jan. 1970. G. S. Tox Witness Thomas G. Brissey

> 8 Jan. 70 Ollie Fahrsworth 10:57 A No. 15339