

STATE OF SOUTH CAROLINA MAR 11 11 44 AM '70
COUNTY OF GREENVILLE, OLIE FARNSWORTH
R. H. C.

BOOK 1150 PAGE 03

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BILLY J. RHOADES AND VIRGINIA D. RHOADES

(hereinafter referred to as Mortgagor) is well and truly indebted unto WRAY B. AVERA

(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 One Thousand and No/100

Dollars (\$ 1,000.00) due and payable

\$45.23 per month commencing April 1, 1970, and \$45.23 on the 1st day of each and every month thereafter until paid in full

with interest thereon from date at the rate of Eight (8) 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, known and designated as Lot 40, as shown on a plat of Roy E. McAlister, recorded in the RMC Office for Greenville County in Plat Book S, Page 153, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of McAlister Street which iron pin is the joint front corner of Lots 39 and 40 and running thence S. 41-40 W. 245 feet to an iron pin; thence S. 42-50 E. 83.4 feet to an iron pin; thence S. 51-16 E. 17.3 feet to an iron pin; thence N. 41-40 E. 251.9 feet to an iron pin on the southerly side of McAlister Street; thence along the southerly side of McAlister Street, N. 48-20 W. 100 feet to an iron pin, the point of beginning.

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 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.