

GREENVILLE CO. S. C.

BOOK 1162 PAGE 425

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

AUG 5 12 41 PM '70
OLLIE FARNSWORTH
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, LUKE FORRESTER AND SUE S. FORRESTER

(hereinafter referred to as Mortgagor) is well and truly indebted unto CITY OF GREENVILLE, SOUTH CAROLINA

(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 -----

EIGHTY-ONE THOUSAND AND NO/100----- Dollars (\$81,000.00) due and payable

Payable on demand with the maker having 6 months after demand in which to make full payment. This mortgage and the note which it secures is given as a guarantee by the Mortgagor that he will perform, pay and comply with all bonds on which he is surety and filed in the Municipal Court of the Mortgagee. The Mortgagee at any time it may desire to demand that the Mortgagor promptly pay

(Continued at bottom of Page*)

with interest thereon from date at the rate of SIX per centum per annum, to be paid: Upon demand

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, in or near the Town of Mauldin, South Carolina, and having the following metes and bounds:

BEGINNING at a pin on Western side of the Greenville - Laurens Road corner of the J. F. Lock land; thence with Lock Land S. 74 W. 10 chains; thence S. 6 E. 8. 50 chains to a pin on C. C. White line; thence N. 74 E. 9. 85 chains to pin in said highway; thence with said highway N. 4.-W. 8. 50 chains to the beginning corner..

This is the same land conveyed to E. L. Hawkins and B. M. Hawkins by C. C. White by his deed dated September 16, 1946, and recorded in Deed Book 299 at page 315 in the R.M.C. Office for Greenville County.

*any or all bonds which he has signed as surety and filed in the Municipal Court of the Mortgagee. Mortgagee can demand payment of this mortgage and the accompanying note by the Mortgagor shall have 6 months after written demand for payment by the Mortgagee in which to make full and final payment of the note and mortgage and any payment made under same shall cause a reduction in the amount of the aggregate bond on file in said Municipal Court. Mortgagee shall have the right to determine which bonds so filed shall be evidenced under payment of this note and 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.