

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

OCT 2 3 25 PM '70

OLLIE FARNSWORTH

R. H. C.

MORTGAGE OF REAL ESTATE

BOOK 1168 PAGE 291

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Jacob Lomax and Eulene A. Lomax, of Greenville County,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Joseph H. Earle, Jr.

(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, Four Hundred Thirty-Nine and 85/100----- Dollars (\$ 1,439.85 ) due and payable in monthly instalments of \$ 27.83 each, beginning on the 4th day of October, 1970 and continuing on the 4th day of each and every succeeding calendar month thereafter until the principal debt has been paid in full, said payments to be applied first to interest and then to the principal balance remaining due from month to month,

with interest thereon from date at the rate of 6 % 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, on the western side of Urban Street, formerly Palmetto Avenue, in the City of Greenville, being a part of Lots 53 and 54 as shown on plat recorded in the R. M. C. Office for Greenville County in Plat Book A at Page 153 and being more particularly described as follows:

BEGINNING at a point on the western side of Urban Street at corner of lot heretofore conveyed by L. B. McDaniel to Frank Mims and running thence with the line of said lot, S. 79 W. 98 feet; thence N. 11 W. 70 feet to pin in center of 14-foot right-of-way; thence with the center of said right-of-way, N. 79 E. 98 feet to pin on Urban Street; thence with the western side of Urban Street, S. 11 E. 70 feet to 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.