

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA OCT 28 2 36 PM '70

BOOK 1170 PAGE 657

COUNTY OF GREENVILLE J. E. FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Robert E. Wilbanks, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. W. Clark

(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

Ten Thousand and no/100-----Dollars (\$ 10,000.00) due and payable

In 168 monthly installments of \$99.14 each with the first payment due and payable on December 1, 1970, and then thereafter, each successive date and month until paid in full.

with interest thereon from date at the rate of 8% per centum per annum, to be paid: in the monthly payments.

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, Greenville Township, known and designated as Lots Nos. 57 and 58 and the Western half of Lot No. 59 of Augusta Terrace, according to plat made by Dalton and Neves March, 1930 and recorded in the R.M.C. Office for Greenville County in Plat Book "G" at page 265, and having, according to said plat, the following metes and bounds:

BEGINNING at a point on the Southern side of Crystal Avenue, 215 feet East from the Southeastern intersection of the Old Augusta Road and Crystal Avenue, and running thence with Crystal Avenue N. 60-42 E. 62½ feet to a point in line of Lot 59, which point is 12½ feet East of the dividing line of Lots Nos. 58 and 59; thence in a line parallel with dividing line of Lots Nos. 58 and 59, S. 29-18 E. 200 feet to a point in rear line of Lot No. 59; thence S. 60-42 W. 62½ feet to a point joint corner of Lots Nos. 56, 57, 22 and 21; thence along the dividing line of Lots Nos. 56 and 57 N. 29-18 W. 200 feet to the point of BEGINNING.

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.