

MORTGAGE OF REAL ESTATE—Offices of ~~Leatherstocking~~ **FILED** ~~Walter, Todd & Mann, Attorneys at Law, Greenville, S. C.~~
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA }
 COUNTY OF GREENVILLE }

Nov 10 4 03 PM '78 MORTGAGE OF REAL ESTATE .

OLLIE FARNSWORTH WHOM THESE PRESENTS MAY CONCERN,
 R. M. C.

WHEREAS, FRANK C. HOWARD & JAMES J. HOWARD, Individually and as Administrator of the Estate of Frank C. Howard, Sr.

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

THE PEOPLES NATIONAL BANK 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

TWO THOUSAND FIVE HUNDRED AND No/100----- Dollars (\$ 2,500.00) due and payable one year from the execution of this instrument with interest thereon

~~with interest thereon~~ from date at the rate of 8.7 per centum per annum, to be paid: from the proceeds at the time of execution of this instrument.

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, shown on a plat entitled Property of Elranza C. Howard as Lot #6, said plat being recorded in Plat Book J at Page 61 and to which a more detailed description of the property is hereby craved:

BEGINNING at an iron pin at the joint corners of Lots #6 & 7 and running N. 80-40 W. 120 ft.; and thence with the curve of the road, the chord of which curve is N. 26-58 W. 71 ft.; thence with the Eastern side of Logan Berry Circle (Circle Street) N. 7-20 E. 114 ft. to an iron pin at the joint corners of Lots #5 & 6; thence S. 82-40 E. 160.8 ft. to an iron pin; thence S. 7-20 W. 176.7 ft. to the point of beginning.

The mortgagee herein specifically recognizes that the 1/3 interest of the above described property owned by the Estate of Frank C. Howard, Sr. will be subject to the debts of the deceased and the claims of creditors until the statutory period for filing such claims has elapsed.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.