FILED STATE OF SOUTH CAROLINA REENVICE (00:5.0 COUNTY OF GREENVILLE [ ] [ 02 14 7]

BOOK 1174 PAGE 663

## MORTGAGE OF REAL EST

OLLIE FARNSWORTH TO ALL WHOM THESE PRESENTS MAY CONCERN:

John Peters WHEREAS,

(hereinafter referred to as Mertgager) is well and truly indebted unto ... Clarance Peters

(hereinafter referred to as Merigages) as evidenced by the Merigagor's promissery note of even date herewith, the ferms of which are incorporated herein by reference, in the sum of Twenty-one hundred and no/100-

- Dollars (\$2,100.00 ) due and payable in quarterly i payments of \$180.00 each the first of such payments to be made on the 15th day of February, 1971 and a like payment to be made on the 15th day of each quarter thereafter until paid in full, interest to be paid in addition to the regular payment,

quarterly per centum per annum, to be pald: with interest thereon from date at the rate of  $\sim 7$  .

WHEREAS, the Morigagor may hereafter become indebted to the said Morigagee 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 Mortgigee 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 with the buildings and improvements thereon, lying and being in the City of Greenville, County of Greenville, being known and designated as Lot #7, Rutherford Park, as per plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book "p", page 109; said lot having a frontage of 50 feet on the southerly side of Rutherford Road, a depth of 154 feet on the West, a depth of 152.4 feet on the East, and 30 feet across the rear.

To the extent of \$1600.00 this note and mortgage represents the same amount and is in deplicate of the note and mortgage heretofore given by me in the sum of \$1600.00 and the present note and mortgage represents a new indebtedness of only \$500.00. The two loans are incorporated together on the present note and mortgage for the purpose of convenience.

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 thereform, 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 Mortgages forever, from and against the Mortgagor and all persons whomsoever tawfully claiming the same or any part thereof.