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GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE—Mann, Foster, Ashmore & Brissey, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAN 22 4 39 PM '71
OLLIE FARNSWORTH
R. M. C.

BOOK 1178 PAGE 641

MORTGAGE OF REAL ESTATE—

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, George L. Counts, Jr.

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

(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 -----

Three Thousand Five Hundred and No/100----- Dollars (\$ 3,500.00) due and payable

\$100.00 monthly, beginning on or before March 2, 1971, and payable on the 2nd day of each and every month thereafter until paid in full; all payments to be applied first to interest balance to principal,

with interest thereon from date at the rate of Eight 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, being on Lynn Drive and being shown and designated as Lot 20 on a plat of Rosewood Park recorded in the RMC Office for Greenville County in Plat Book TT, at Page 32, and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on Lynn Drive, joint front corner of Lots 19 and 20, and running thence along the common line of said Lots S. 0-20 E. 100 feet to a point; thence running S. 82-00 W. 85 feet to a point; thence running along the common line of Lots 20 and 21 N. 0-20 W. 176 feet to a point on Lynn Drive; thence along the said Lynn Drive N. 80-08 E. 92.5 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 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.