

MORTGAGE CONTRACT PREPARED BY BELLY AND BELLY, Attorneys at Law, Greenville, S. C.

JUN 4 1 42 PM '72
 STATE OF SOUTH CAROLINA }
 COUNTY OF GREENVILLE } OLLIE FARNSWORTH
 R. M. C. } **MORTGAGE OF REAL ESTATE**

To All Whom These Presents May Concern:

Whereas: Robert L. Perry, III and Sallie N. Perry

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

(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 **THIRTY-FIVE THOUSAND AND NO/100**

Dollars (\$35,000.00) due and payable

at the rate of \$3,775.00 per year with the first payment due and payable on or before January 1, 1973; payments to be applied first to interest and then to principal, with interest thereon from date at the rate of seven (7%) per centum per annum to be paid: annually on the unpaid balance

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, in the City of Greenville, being located on the northerly side of Pettigree Street at its junction with East Washington Street, and having the following metes and bounds, to-wit:

BEGINNING at a stone on said street at joint corner of property now or formerly of Christ Church, and running thence N. 19-15 W. 127.5 feet to an iron pin; thence N. 74-41 E. 74.7 feet to an iron pin; thence in a straight line 115.1 feet, more or less, to Pettigree Street at a point 128 feet and 5 inches from Broadus Avenue; thence with the northerly side of Pettigree Street S. 65-10 W. 75 feet to the beginning corner.

The mortgagor is hereby granted the right and privilege of paying off this mortgage in full at any time during the life of said mortgage by giving to the mortgagee 90 days written notice.

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.