

FILED  
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

OCT 17 3 09 PM '72

MORTGAGE OF REAL ESTATE

BOOK 1253 PAGE 525

ELIZABETH RIDDLE  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Walter W. Heatherly and Linda L. Heatherly

(hereinafter referred to as Mortgagor) is well and truly indebted unto Edward R. Hamer, Floyd F. Janzen and Joseph B. Stevens, Trustees of the Estate of Guy B. Foster Trust

(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 Seven Thousand Four Hundred Six and 16/100-----

----- Dollars (\$ 7,406.16 ) due and payable \$75.00 per month commencing November 1, 1972, and \$75.00 on the 1st day of each and every month thereafter until paid in full

with interest thereon from date at the rate of Six per centum per annum, to be paid: annually

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, near the City of Greenville, situate, lying and being on the south side of Circle Drive, being shown as Lot No. 19 of Franklin Heights, made by Dalton & Neves, Engineers, November, 1940 recorded in the RMC Office for Greenville County, S. C., in Plat Book L, page 9, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Circle Drive at joint front corner of Lots 19 and 20, said pin also being 546 feet in a northwesterly direction from the northwest corner of the intersection of North Franklin Road and Circle Drive; and running thence with the line of Lot 20 S. 20-00 W. 157.2 feet to an iron pin; thence with the rear line of Lot 6 N. 72-23 W. 75.1 feet to an iron pin; thence with the line of Lot 18 N. 20-00 E. 153.2 feet to an iron pin on the south side of Circle Drive; thence with the south side of Circle Drive S. 75-40 E. 75.35 feet to the beginning corner.

The Trustees of the Estate are to pay taxes and insurance premiums annually.

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.