

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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GREENVILLE, S. C.

Nov 2 4 25 PM '71

BOOK 1255 PAGE 593

MORTGAGE OF REAL ESTATE

ELIZABETH TRAD, TO WHOM THESE PRESENTS MAY CONCERN

S.M.C.

WHEREAS, I, Clarence Peters

(hereinafter referred to as Mortgagor) is well and truly indebted unto William Maxwell, His Heirs And Assigns,

(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

Five Thousand

Dollars (\$ 5,000.00 ) due and payable

Without interest on or before March 15, 1973. If not paid by the above date, the prevailing interest rate will apply to be decided by the parties.

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

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 Santt Township, known and designated as Lots No. 24 and 25, Deacon Street, on a Plat of the Property of William Maxwell by C. O. Riddle, dated September, 1966, noted in Plat Book 000 at Page 37, Office of the R. M. C. for Greenville County, and having according to said Plat the following metes and bounds:

BEGINNING at an iron pin, joint corner of Lots 25 and 26 on the West side of Deacon Street, and running along Deacon Street, S. 16-30 W. 85 feet to an iron pin, joint corner of Lots 24 and 25, and running thence along Deacon Street, S. 9-54 W. 85 feet to an iron pin, joint corner of Lots 23 and 24; and running thence N. 83-42 W. 149.9 feet along line of division of Lots 23 and 24 to an iron pin in or along a 10 foot drainage Easement; thence N. 4-18 E. 106.9 feet to an iron pin at joint corner of Lots 24 and 25; thence N. 4-18 E. 110 feet to iron pin at joint rear corner of Lots 25 and 27; thence S. 70-05 E. 183 feet along line of division of Lots 25, 27, and 26 to an iron pin on Deacon Street, the point of beginning.

THIS conveyance is subject to all Restrictive Covenants, easements, rights of way and streets of record.

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 whatsoever lawfully claiming the same or any part thereof.