

FILED  
GREENVILLE CO. S. C.  
HORTON, DRAWDY, DILLARD, MARCHBANKS, CHAPMAN & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

BOOK 1273 PAGE 281

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

12 15 PM '73

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, James D. Holaway and Mary L. Holaway,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ernest D. Teems, Sr.

(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 and No/100.....

..... Dollars (\$ 7,000.00 ) due and payable at Eighty (\$80.00) Dollars per month, with the first payment to become due and payable on the first day of April, 1973, with the remaining payments to become due and payable on the first day of each month thereafter, with all payments to be applied first to interest at 8% and the balance to principal with interest thereon from date at the rate of 8% 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 buildings and improvements thereon, situate, lying and being in Oneal Township, County of Greenville, State of South Carolina, lying on the East side of a road that leads from Oneal to Berry's Mill and State Highway No. 14, bounded by lands of M. A. Jordan and Elsie H. Bryant, containing one (1) acre, more or less, and having the following courses and distances:

BEGINNING at corner of Elsie H. Bryant's lands, which corner is 271.4 feet North along said road from A. L. Southern's corner, and runs thence with the Bryant line S 86-30 E 414.9 feet to a corner in a field; thence N 3-30 E 105 feet to an iron pin; thence N 86-30 W 414.9 feet to a point in center of said road (iron pin back on bank of road); thence S 3-30 W 105 feet to the point of beginning.

This being the same property conveyed to the mortgagors by deed of the mortgagee of even date to be recorded herewith.

This mortgage also covers all buildings and improvements which may hereafter be constructed or placed on said property.

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.