

APR 16 2 48 PM 1959

BOOK 783 PAGE 35

**MORTGAGE**

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Louie E. Smith  
Greenville, S. C. , hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto THE INDEPENDENT LIFE AND ACCIDENT INSURANCE COMPANY, a corporation organized and existing under the laws of Florida, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of **Seventy-Five Hundred and No/100** Dollars (\$7500.00), with interest from date at the rate of **Six** per centum ( 6 %) per annum until paid, said principal and interest being payable at the office of The Independent Life and Accident Insurance Company in Jacksonville, Florida, or at such other place as the holder of the note may designate in writing, in monthly installments of **Seventy-Three and 19/100----** Dollars (\$ 73.19 ), commencing on the **1** day of **June**, 19 **59**, and on the **1** day of each month thereafter until the principal and interest are fully paid.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of **Greenville**, State of South Carolina:

All that lot of land in Greenville County, State of South Carolina, in the City of Greenville, being situated on the southeast side of Mills Avenue, and being shown on plat recorded in Flat Book L at Page 135, and more particularly described according to survey and plat by Piedmont Engineering Service April 6, 1959, as follows:

BEGINNING at a stake on the southeast side of Mills Avenue, which stake is 39.6 feet southwest from Lynne Street, and running thence S. 44-42 E. 26.3 feet to a stake; thence S. 45-03 E. 44.5 feet to a stake; thence S. 44-20 E. 24.2 feet to a stake; thence S. 45-27 W. 24 feet to a stake; thence N. 44-45 W. 89.4 feet to a stake on Mills Avenue; thence with said Avenue, N. 32-17 E. 24.6 feet to the point of beginning.

Being a part of the same property conveyed to me by deeds recorded in Deed Book 238 at Page 334, and Book of Deeds 254 at Page 172, and this mortgage is subject to a right-of-way for ingress and egress along 2.7 feet of the southwest side of said lot as shown in Deed recorded in Deed Book 451 at Page 373.

Together with all and singular the rights, members hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

*For Satisfaction to this mortgage  
see R. E. M. Book 1161 page 638.*

RECORDED AND CANCELLED BY REC'D  
28 DAY OF July 1959  
Ollie Farnsworth  
S. C. FOR GREENVILLE COUNTY, S. C.  
11:21 O'LOCK A. M. NO. 2151