

FILED GREENVILLE CO. S. C. BOOK 808 PAGE 305

MORTGAGE

NOV 12 3 31 PM 1959

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

OLLIE M. WORTH

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, **Thomas P. West, Jr., and Gladys Kelly West** of **Greenville, South Carolina**, 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 **Eighteen Thousand Five Hundred and No/100** Dollars (\$ **18,500.00**), with interest from date at the rate of **five and three fourths** per centum (**5-3/4**) 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 **One Hundred Sixteen and 39/100** Dollars (\$ **116.39**), commencing on the **15th** day of **December**, 1959, and on the **15th** 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, lying on the South side of **Linwood Avenue**, near the City of **Greenville**, shown as a part of lot # 34 on a plat of **McSwain Gardens**, recorded in Plat Book **GG** at Page **75**, and being more particularly shown on plat of the property of **Thomas P. West, Jr.** prepared by **J. C. Hill** dated **November 9, 1959**, as follows:

BEGINNING AT an iron pin on the south side of **Linwood Avenue**, at the front corner of lot # 40 which pin is 101.9 feet west of the intersection of said Avenue with **McSwain Drive**, and running thence with the line of lot # 40, S. 18-03 E. 218 feet to iron pin; thence through lot # 34, N. 89-21 W. 110.9 feet to iron pin in the line of lot # 33; thence with the line of lots # 33 and 41, N. 16-22 W. 218.9 feet to iron pin on the south side of **Linwood Avenue**; thence with the south side of said Avenue, the following courses: S. 89-05 E. 40 feet, and S. 87-10 E. 65 feet to the beginning corner.

Being the same premises conveyed to the mortgagor by **William W. Berry** by deed to be recorded.

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 better security and to be recorded in the Public Records of Greenville County, S.C.

REGISTERED AND CANCELLED OF RECORD
DAY OF *Nov*
1959
FOR GREENVILLE COUNTY, S. C.
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