

BOOK 824 PAGE 522

FILED
GREENVILLE CO. S. C.

MORTGAGE
MAY 9 10 AM 1960

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

OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

E. CARROLL HOWARD AND MARIE J. HOWARD

GREENVILLE, SOUTH CAROLINA

of
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 **Thirteen Thousand Five Hundred and No/100** ----- Dollars (\$**13,500.00**), 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 **Ninety-six and 72/100** ----- Dollars (\$**96.72**), commencing on the **1** day of **July**, 1960, 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 certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, lying on the northern side of Clark Avenue near the City of Greenville, shown as Lots No. 48 and 49 on a plat of Brookhaven recorded in Plat Book MM, Page 85, and according to a plat of the property of E. Carroll Howard and Marie J. Howard prepared by Piedmont Engineering Service dated November 11, 1959, is more particularly described as follows:

BEGINNING at an iron pin on the northern side of Clark Avenue at the joint front corner Lots 49 and 50 which pin is 1292.2 feet east of the intersection of said avenue with Wood Drive and running thence with the line of said lots N. 11-02 E. 170 feet to an iron pin; thence S. 79-45 E. 200 feet to an iron pin at rear corner of Lot 47 and 48; thence with the line of said lots S. 11-02 W. 170 feet to an iron pin on the northern side of Clark Avenue; thence with the northern side of said avenue N. 79-25 W. 200 feet to the beginning.

Being the same premises conveyed to the mortgagors by deed recorded in Deed Book 632, Page 496.

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.

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