

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED

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MORTGAGE OF REAL ESTATE

BOOK 862 PAGE 533

WHEREAS,

I, Calvin Ray Kelley, Ollie Farnsworth

(hereinafter referred to as Mortgagor) is well, and truly indebted unto

R. M. C.

Bank of Piedmont.

(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

Two Hundred Thirty-three and 58/100

Dollars (\$ 233.58) due and payable

Payable one year from date

with interest thereon from date at the rate of 6 per centum per annum, to be paid: in advance

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, Oaklawn Township, on the west side of U. S. Highway No. 29 and known and designated as Lots Nos. 28 and 29 of the T. D. Bennett subdivision as shown by plat made by Sam G. Lowe, Registered C. E., dated August 24, 1948, and recorded in the R. M. C. Office for Greenville County in Plat Book 5, page 143, and according to said plat more particularly described as follows:

Beginning at a point 356.7 feet distance west from U. S. Highway No. 29 and on the south side of Bennett Street at the joint corners of Lots Nos. 27 and 28; thence with the south side of Bennett Street S. 81-55' W. 100 feet to the joint front corners of Lots No. 29 and 30; thence with joint lines of Lots 29 and 30 S. 4-20' E. 616 feet to joint rear corners of Lots Nos. 29 and 30; thence N. 85-45' E. with line of Eula Bennett 100 feet to joint rear corners of Lots Nos. 28 and 27; thence with joint lines of Lots Nos. 28 and 27 N. 4-20' W. 624 feet to a corner on south side of Bennett Street, the place of the beginning.

The grantor herein is to have access to and the right to use water from the old Bennett spring located on the back end of these lots to use to supply water on adjoining property now owned by him and being known and described as Lots Nos. 30, 31 and parts of Lots 32 and 33 of the Bennett property as shown by the map above referred to; also 9.60 acres of land, a portion of the Bennett property running back to the Saluda River. This right is forever granted for the use of the property now owned by the said grantor and in case of sale of this property by the said grantor, then this water right is to forever go with the real estate herewith referred to.

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 whomsoever lawfully claiming the same or any part thereof.