

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.

NOV 4 11 59 AM 1961

MORTGAGE OF REAL ESTATE

873 Plat 247

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARM SWORTH
R. M. C.

WHEREAS, I, Melvin L. McAlister,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sam P. Howard

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the forms of which are incorporated herein by reference, in the sum of Twenty Five Hundred and no/100-----

Dollars (\$ 2500.00) due and payable

in Seventy-two (72) equal payments of Forty Two and 63/100 (\$42.63) Dollars each commencing with the 3rd day of December, 1961, and on like date of each consecutive and successive month thereafter with the last payment being due on the 3rd day of November, 1967,

with interest thereon from date at the rate of 7% per centum per annum, to be paid: Monthly

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, and in Greenville Township being known and designated as the rear portion of Lot #4 as shown on a revised plat of Lots #4, 5 and 6 of a subdivision known as Avice Dale, said revised plat being recorded in the R. M. C. Office for Greenville County in Plat Book BB at Page 6 and having the following metes and bounds to-wit:

BEGINNING at an iron pin on the Southeast side of Bagwell Avenue at the corner of Lot #5 which point is 221.5 feet Northeast of the intersection of Spencer Street and running thence along the line of Lot #5, S. 67-49 E. 127.05 feet to an iron pin in line of said Lot #5; thence on a new line across Lot #4, N. 23-33 E. 130.1 feet to an iron pin at the corner of Lot #3 N. 67-49 W. 123.95 feet to an iron pin at the corner of Lot #3 on the Southeast side of Bagwell Avenue; thence along the Southeast side of said Bagwell Avenue S. 24-55 W. 130.2 feet to the beginning corner.

BEING the same premises conveyed to the Mortgagor herein by Deed of Lake R. Masters of even date herewith and to be recorded herewith.

Together with all and singular rights, members, herditaments, 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.