

MORTGAGE OF REAL ESTATE

BOOK 876 PAGE 541

TO ALL WHOM THESE PRESENTS MAY CONCERN

GREENVILLE CO. S. C.  
DEC 13 11 49 AM 1961

WHEREAS, I, W. H. Mathis of the County and State aforesaid (hereinafter referred to as Mortgagor) is well and truly indebted unto Oscar Hodges, Jr. and Sarah Hodges

(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 Five Hundred Dollars (\$ 500.00 ) due and payable

at the rate of twenty (\$20.00) Dollars per month, commencing as of the 5th day of January, 1962; with a like payment on the same day of each succeeding month, until paid in full, payments to be applied first to interest, then to principal,

with interest thereon from date at the rate of seven per centum per annum, to be paid quarterly

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, being known and designated as Lot Number 46, Oak Vale Lanes, more particularly described by the Plat thereof, made by Pickell & Pickell, Engineers, dated June, 1946, and recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book P at page 55, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on a road at the joint corner of lots 46 and 45, running thence with said road N. 47-30 W. 80 feet to an iron pin; thence continuing with said road N. 82- W. 153.7 feet to an iron pin; thence continuing with said road N. 75-30 W. 123 feet to an iron pin; thence continuing with said road S. 68- W. 96 feet to an iron pin; thence N. 43-50 E. 400 feet to an iron pin; thence N. 66-30 E. 580 feet to an iron pin; thence S. 44- 50 E. 161 feet to an iron pin, joint corner of lots 46 and 45, thence S. 45-10 W. 705 feet to the point of beginning, containing 5.03 acres, more or less.

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.

*Paid & Satisfied 3-4-64*  
*Oscar Hodges Jr.*  
*Sarah Hodges*

*Maudie H. Miller*

*C. S. Bowen*

RECORDED AND INDEXED OF RECORD  
3rd DEPT  
April 19 64  
Ollie Larnaworth  
R. M. C. OFFICE FOR GREENVILLE CO. S. C.  
R. M. C. OFFICE FOR GREENVILLE CO. S. C.  
APR 28 1964