

FILED
GREENVILLE CO. S. C.
MAR 29 9 50 AM 1962

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, John T. Yeargin and Louise C. Yeargin, of Greenville County, State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto Malcolm W. Carter,

(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 (\$ 3,800.00) Three Thousand Eight Hundred and No/100-----Dollars (\$ 3,800.00) due and payable in 144 equal payments of \$ 40.00 each

with interest thereon from date at the rate of 6% per centum per MONTH, 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 near the City Of Greenville, with all improvements thereon or hereafter constructed thereon, on the North side of Marion Road, being shown as Lot No. 119 and a portion of Lot No. 120 on a revised plat of City View Annex recorded in the R. M. C. Office for Greenville County, S. C. in Flat Book "G" at Pages 152-155, and having, according to recent survey made by R. E. Dalton, October 16, 1946, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Marion Road, the joint corner of Lots No. 118 and 119, said pin also being 746.5 feet in a Southwestern direction from the point where the South side of Grain Avenue intersects with the West side of Marion Road and running thence with the line of Lot No. 118 N. 36-30 W., 437 feet to a stake in branch; thence following the branch as a line to a stake; (the traverse line being S. 27-00 W., 89 feet) in a rear line of Lot No. 20; thence running through Lot No. 120 S. 34-16 E., 364.5 feet to a stake on the North side of Marion Road, N. 72-10 E., 100 feet to the point of BEGINNING.

This being the same property conveyed to Lloyd R. & Mary H. Kimbrough by Thomas S. Bruce by deed recorded October 11, 1952 in Volume 464 at Page 414, R. M. C. Office for Greenville County, S. C.

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.

This Mortgage Assigned to Carrie Whayton
in 1962 by W. E. Wray
in 1964 by R. E. Wray