

FILED  
JOHN M. DILLARD  
MORTGAGE OF REAL ESTATE—Office of R. M. C. Office for Greenville County, Greenville, S. C.

894 47

STATE OF SOUTH CAROLINA JUN 20 12 19 PM 1962

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, W<sup>e</sup>, PAUL LEE and ANNER WILLIE MAE LEE

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

GUS SMITH

(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

FOUR THOUSAND and NO/100 - - - - - Dollars (\$ 4, 000. 00 ) due and payable

in the sum of \$45.00 on the first day of each month, with the first monthly payment due on August 1, 1962, all payments to be applied first to interest with balance to principal until the principal balance has been paid in full.

with interest thereon from date at the rate of six (6%) 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, on the southerly side of Morgan Street, being known as Lot No. 43 on a Plat of Morgan Hill Addition, dated May 15, 1905 and recorded in the R. M. C. Office for said County and State in Plat Book "A" at page 69 and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at a point on the southerly side of Morgan Street at the joint front corner of Lots Nos. 42 and 43, and running thence S. 7 1/4 E. 200 feet to the joint rear corner of Lots Nos. 42, 43, 62 and 63; thence N. 82 3/4 E. 60 feet to the rear corner of Lots Nos. 43 and 44; thence N. 7 1/4 W. 200 feet to a point on Morgan Street; thence along said side of Morgan Street S. 82 3/4 W. 60 feet to the beginning corner.

The above described property is the same conveyed to Gus Smith by Deed of James E. Moore recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Book 699 at page 531.

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.