

STATE OF SOUTH CAROLINA

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COUNTY OF GREENVILLE.

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, James Ray Powell,

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

(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 Three Thousand Two Hundred Twenty-Three and .89/100 Dollars (\$ 3,233.89) due and payable at the rate of Ten Dollars (\$10.00) per month, each and every month,

with interest thereon from date at the rate of 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, near the City Of Greenville, and being known and designated as Lot No. 17 of the Property Of Wm. H. Timmons, Jr., according to a plat of record in the R. M. C. Office For Greenville County in Plat Book "MM" at Page 127, and having the following metes and bounds, to-wit:

BEGINNING at a point at the Northwestern side of Salem Court at the joint front corner of Lots Nos. 17 and 18, and running thence with the Northwestern side of Salem Court S. 55-40 W., 10 feet to a point; thence continuing with the Northwestern side of Salem Court S. 47-15 W., 69.8 feet to a point at joint front corner of Lots Nos. 16 and 17; thence N. 54-25 W., 195.3 feet to a point at the joint rear corner of Lots Nos 16 and 17; thence N. 58-20 E., 145.9 feet to a point at the joint rear corner of Lots Nos. 17 and 18; thence S. 24-20 E., 166.3 feet to the point of BEGINNING.

Property to be subject to the existing and recorded restrictions and rights-of-way.

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.

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