

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, James F. Nichols,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Eva H. Wharton,

(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

Two Thousand and No/100----- Dollars (\$ 2,000.00) due and payable at the rate of (\$76.00) Seventy-Six and No/100 Dollars each and every month

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, on the Northwest side of Franklin Road and being known and designated as the front portion of Lot No. 302 on a plat of Colonial Company made by Dalton & Neves Engineering Company, February 1938 at Page 190 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeast side of Franklin Road at the joint front corner of Lots Nos. 302 and 303, which iron pin 848.8 feet in a Northwesterly direction from the Northwest corner of the intersection of Franklin Road and Tindal Road and running thence N. 25-34 E., 200 feet to an iron pin; thence on a new line through Lot No. 302, N. 64-26 W., 100 feet to an iron pin in the line of Lot No. 301; thence S. 25-34 W., 200 feet to an iron pin on the edge of Franklin Road; thence with said Franklin Road, S. 64-26 E., 100 feet to an iron pin, point of BEGINNING.

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.

*Paid and cancelled this 3rd day of May 1968.
Eva H. Wharton
Witness - Prof. E. M. Wharton*

SATISEED AND CANCELLED OF RECORD

28 DAY OF *May* 19*68*
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT *9:30* O'CLOCK *A*. M. NO. *30612*