

JUN 23 3 37 PM 1967

MORTGAGE OF REAL ESTATE—Office of GEORGE F. TOWNES, Attorney at Law, Greenville, S. C. BOOK 1061 PAGE 339

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

OLLIE FARNSWORTH
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, ODELL EVANS and MARY R. EVANS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto WILLIAM MAXWELL, his heirs and assigns,

(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 \$1,000.00 on January 2, 1968; \$1,000.00 on January 2, 1969; and \$2,000.00 on January 2, 1970, the annual interest payments to be made in addition to the above payments on principal,

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

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

All those two lots of land in the County of Greenville, State of South Carolina, known and designated as Lots 34 and 35 on a plat of the property of William Maxwell, made by C. O. Riddle, R. L. S., September, 1966, and recorded in the R. M. C. Office for Greenville County in plat book ___ at page ___; and having, according to said plat, the following metes and bounds:

Beginning at an iron pin on the northern side of Driver Avenue at the corner of property now formerly owned by Sarah D. Thompson, and running thence with the northern side of Driver Avenue N. 70-05 W. 190 feet to a pin at the joint front corner of Lots 33 and 34; thence with the line of Lot 33 N. 19-55 E. 151.27 feet to an iron pin on the line of the Earle property; thence with the Earle property S. 69-40 E. 197.35 feet to an iron pin on the Thompson line; thence with the Thompson line S. 22-46 W. 150 feet to the beginning corner.

This property is subject to a 35 foot building line shown on said plat.

This is the same property conveyed to us by William Maxwell, and this is a purchase money mortgage.

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.

SATISFIED AND CANCELLED OF RECORD

20 DAY OF Aug. 19 81

Donnie [Signature]

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 2:28 O'CLOCK P. 4672

FOR REFERENCE TO THIS MORTGAGE SEE
SERIES BOOK 74 PAGE 1856