

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUL 25 11 54 AM 1937
JUL 26 11 54 AM 1937

ELLIS FALLS MORTGAGE OF REAL ESTATE

R. M. C. OFFICE
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS HENRY J. ORR AND MARY S. ORR

(hereinafter referred to as Mortgagor) is well and truly indebted unto M. T. HUDGENS

(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

FIVE THOUSAND SEVEN HUNDRED AND NO/100----- Dollars (\$5,700.00) due and payable

Eighty-Three and 27/100 Dollars (\$83.27) the 16th day of June, 1937, and
Eighty-Three and 27/100 Dollars (\$83.27) the 16th day of each month thereafter until paid in full

with interest thereon from date at the rate of Six (6%) per centum per annum, to be paid: monthly, with the right to anticipate

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, Greenville Township, about two miles southwest of the City of Greenville, in the vicinity of a subdivision known as FALLIS ANNEX, more fully described as a portion of Lot No. 5, as shown by a plat made by G. A. Ellis on February 21, 1940, and recorded in the R. M. C. Office for Greenville County in Plat Book I, at Page 148 and having the following metes and bounds:

BEGINNING at a stake on the west side of White Circle Street at corner of lot sold to M. T. Hudgens and running thence with White Circle Street N. 3-30 W. 39.4 feet to a stake; thence S. 64-30 W. 185 feet to an iron pin, the corner of Lot No. 6 on said plat; thence S. 16 E. 40.6 feet to stake at corner of lot sold to M. T. Hudgens and thence with the Hudgens line N. 63-26 E. 169.5 feet to a stake on the west side of White Circle Street.

ALSO, ALL that certain lot of land in Greenville Township, Greenville County, State of South Carolina, about two miles southwest of the City of Greenville, and being known and designated as portions of Lots Nos. 4 and 5 of the property of the Estate of T. T. Morris as shown on plat thereof made by G. A. Ellis on February 21st, 1940, and recorded in the R. M. C. Office for Greenville County in Plat Book I, Page 148, and having, according to a recent survey made on January 20, 1951, by Pickel & Pickel, Engineers, the following metes and bounds:

BEGINNING at an iron pin on the west side of White Circle Street at a point 20 feet south of the corner of Lot No. 5, at corner of lot sold to J. A. Hudgens and Emma Berry Hudgens, and running thence with said Hudgens line S. 64-50 W. 178.5 feet to stake in line of Lot No. 7; thence with line of Lot No. 7 N. 23-00 W. 17.3 feet to stake; thence N. 64-30 E. 25 feet to stake; thence N. 24-48 E. 24.4 feet to stake; thence N. 63-26 E. 169.5 feet to stake on the west side of White Circle Street; and thence with the west side of White Circle Street S. 5-06 E. 48.6 feet to the Beginning corner.

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 by any title or right.

RECORDATION TO THIS MORTGAGE
PLAT BOOK I - PAGE 148 - FALLIS ANNEX