

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH
R. M. C.

WHEREAS, Michael C. Howerly

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jack E. Shaw

(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 Five Hundred and no/100

Dollars (\$ 4,500:00) due and payable

Twenty-Four (24) months from date of this instrument, provided however that should the payors sell the property prior to the maturity date hereof, then the balance then due on this note shall be immediately paid in full. All payments hereof to be applied to interest and balance to principal.

with interest thereon from date at the rate of seven 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 Greenville, situate, lying and being on the eastern side of Melbourne Lane and being known and designated as Lot 21 on a plat of Wellington Green, Section I and recorded in the R. M. C. Office for Greenville County in Plat Book YY, Page 28 and is more accurately described according to a plat entitled Survey for Jack E. Shaw dated November 20, 1968 recorded in the R. M. C. Office for Greenville County in Plat Book _____, Page _____, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at a point on the eastern side of Melbourne Lane joint front corner of Lots 20 and 21 and running thence along the line of Lots 20 and 21 S. 85-03 E., 421.5 feet to a point; thence following Brushy Creek, the center of which is the line S. 46-51 W., 179.8 feet to a point; thence running N. 78-0 W., 304.7 feet to a point on Melbourne Lane; thence along Melbourne Lane N. 11-50 E., 36.8 feet to a point; thence running N. 1-22 E., 60 feet to the 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 thereform, 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 3/30/71.

Jack E. Shaw

Witness Frances L. Eskew

Patrick A. Brown III

SATISFIED AND CANCELLED OF RECEIVED
22 DAY OF April 1971
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 3:15 O'CLOCK P. M. NO. 24801