

STATE OF SOUTH CAROLINA
COUNTY OF

FILED
GREENVILLE CO. S. C.

BOOK 1126 PAGE 45

MAY 16 3 25 PM '69 MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH WHOM THESE PRESENTS MAY CONCERN:
R. M. C.

WHEREAS, GERALD R. LAWTON

(hereinafter referred to as Mortgagor) is well and truly indebted unto

LEILA B. GOETHE

(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 NINE HUNDRED SIXTY ONE AND 84/100 Dollars (\$ 2,961.84) due and payable

at the rate of Forty (\$40.00) Dollars per month commencing June 1, 1969

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 Greenville, on the south side of Shoals Drive, being near the community of Cleveland, South Carolina, shown as Lot 4 on a plat of Silver Shoals, recorded in Plat Book MM, at page 35, and according to said plat described as follows:

BEGINNING at an iron pin on the south side of Shoals Drive, at the front corner of Lot 3 and running thence with the line of said Lot S. 18-00 E. 200.7 feet to an iron pin on the northern side of Silver Circle N. 72-15 E. 80.02 feet to an iron pin at the corner of Lot No. 5; thence with the line of said Lot N. 18-00 W. 189.4 feet to an iron pin on the south side of Shoals Drive; thence with the south side of Shoals Drive S. 8016 W. 80.9 feet to the beginning.

This conveyance is subject to restrictions recorded in Deed Book 548, page 324, and in Deed Book 608, at page 263.

It is understood that the Grantee shall have access and privilege of the use of the Middle Saluda River, together with other property owners purchasing other lots from the Grantor herein, with the exception of the river front area immediately in front of Lot 33 and west therefrom which is expressly reserved to the grantor.

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.