

STATE OF SOUTH CAROLINA

GREENVILLE CO. S. C.

COUNTY OF GREENVILLE

JUL 17 1 12 PM '69

MORTGAGE OF REAL ESTATE BOOK 1131 PAGE 509

TO ALL WHOM THESE PRESENTS MAY CONCERN,
OLLIE FARNSWORTH
R. M. C.

WHEREAS, O. B. GODFREY and HELEN T. GODFREY,

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES W. HICKS

(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

Fifteen Thousand and No/100-----Dollars (\$15,000.00) due and payable at the rate of \$3,000.00 annually, with first payment to be paid on or before July 1, 1969, and annual payments thereafter in the sum of \$3,000.00 until paid in full,

with interest thereon from Jan. 1, 1969 at the rate of seven per centum per annum, to be ~~paid~~ computed and paid semi-annually, the first payment due July 1, 1969.

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, west of the Shriners' Hospital and on the northeast side of By-Pass 291, said tract being bounded on the north by the southern edge of the Piedmont and Northern Railway right-of-way (which distance is approximately 380 feet); being bounded on the west by the northeast edge of the right-of-way of By-Pass 291; and being bounded on the south and east by the edge of the right-of-way of the connecting road leading from the said By-Pass 291 to the Piney Mountain Road; subject however, to any interest which the Southern Railway Co. might have in a portion of said property by reason of old right-of-way believed to have been abandoned when track was moved.

ALSO,

All that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, on the northern side of Old Spartanburg Road, near the City of Greenville, being Lots 3, 4, and 5, and the western portion of Lots 6 and 7 as shown on plat of Property of John R. Rodgers recorded in Plat Book V, page 61, and described as follows:

Beginning at an iron pin on the northern side of Old Spartanburg Road 200 feet west from Howell Road at the corner of Lot 2; running thence with the line of said lot N7-16W 277.5 feet to an iron pin; thence N5-55W 180 feet to an iron pin; thence due west 144.9 feet to an iron pin; thence S13-30W 521.5 feet to an iron pin on Old Spartanburg Road; thence with the northern side of said road N80-29E 324.8 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 all of 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.