

STATE OF SOUTH CAROLINA

FILED
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

COUNTY OF

Aug 4 12 41 PM '69

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH
R. M. C.

WHEREAS, We, Grady A. Yeargin, and Laura W. Yeargin

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

(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 Six Hundred

Dollars (\$ 2,600.00) due and payable

within eighteen months from the date of this Instrument with the privilege of acceleration. The Interest on this loan to start on September 5, 1969, at the rate of Eight Percent per annum, the payments to be paid in any amount, the said payments to be first applied to interest and then to principal.

with interest thereon from date at the rate of Eight per centum per annum, to be paid: Monthly

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, in Santt Township, known and designated as Lot Number 9, Maxwell Avenue, on a Plat of the Property of William Maxwell by C. O. Riddle, dated September, 1966, noted in Plat Book 000 at Page 37, Office of the R. M. C. for Greenville County, and having according to said Plat the following metes and bounds:

BEGINNING at an iron pin in the West side of Maxwell Avenue, and running thence along Maxwell Avenue, North 23-55 East 94 Feet to an iron pin joint corner of Lots Number 9 and 10; thence North 70-05 West 104.6 Feet to an iron pin; thence North 70-05 West 100 Feet to an iron pin, joint corner of Lots Numbered 9, 11, 12, and 14; thence South 21-01 West 79.2 Feet to an iron pin; thence South 66-05 East 200 Feet to the point of beginning.

THIS property is subject to Building Restrictions and Protective Covenants as noted in Deed Volume 613 at Page 502.

THIS property is shown on the Books of the Auditor for Greenville as being in Tax District _____.

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.