

MORTGAGE OF REAL ESTATE - ~~1969~~ ~~SEP 15 2 23 PM '69~~ & Briscoe, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA OLLIE FARNSWORTH  
COUNTY OF GREENVILLE R. M. C.

MORTGAGE OF REAL ESTATE

BOOK 1136 PAGE 557

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, A. B. SKELTON, JOHN M. ERNEST and RONNIE H. FREEMAN,

hereinafter referred to as Mortgagor) is well and truly indebted unto A. W. HARVEY

(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

ELEVEN THOUSAND THREE HUNDRED AND NO/100-----Dollars (\$ 11,300.00 ) due and payable

\$500.00 on December 31, 1969 and thereafter due and payable \$2,000.00 on principal plus interest on December 31st of every year, beginning December 31, 1970, with the privilege to anticipate payment at any time without penalty.

with interest thereon from January 1, 1970 at the rate of five (5%) 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 Western side of Pocahatchee Trail and containing 5.28 acres, more or less, and being shown on plat as property of A. B. Skelton prepared by Enwright Associates, dated September 8, 1969 and recorded in the R.M.C. Office for Greenville County in Plat Book 4-G, at Page 3, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Pocahatchee Trail at the Northeastern front corner of Lot No. 7 of Lakemont Subdivision (as shown on plat and was recorded in the R.M.C. Office for Greenville County in Plat Book "PP, at Page 15) and running thence along the Western side of Pocahatchee Trail, as follows: S. 12-41 E. 65.7 feet to an iron pin; S. 6-05 W. 60.4 feet to an iron pin; S. 4-18 W. 13.4 feet to an iron pin; S. 19-22 W. 73.7 feet to an iron pin; S. 25-17 W. 119.2 feet to an iron pin; and S. 3-11 W. 141.5 feet to an iron pin in the line of Belaire Estates Property; thence leaving said Trail and running S. 85-31 W. 568.2 feet to an iron pin; thence N. 2-38 W. 100 feet to an iron pin; thence N. 86-29 E. 64.8 feet to an iron pin; thence N. 5-15 E. 298.9 feet to an iron pin; thence N. 66-39 E. 88.7 feet to an iron pin; thence S. 89-17 E. 75.4 feet to an iron pin; thence N. 22-07 E. 66.4 feet to an iron pin; thence S. 55-44 E. 79 feet to an iron pin; thence S. 74-10 E. 75 feet to an iron pin; thence S. 74-10 E. 75 feet to an iron pin; thence N. 61-34 E. 186.8 feet to the point of beginning.

The above is the same property conveyed to the mortgagors by mortgagee by his mortgage of even date recorded in the R.M.C. Office of Greenville County. This is a purchase money mortgage.

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, his 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.