

1939 JUL 103

MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE, SOUTH CAROLINA

WHEREAS WILLIAM A. VAN ARSDALE

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. DAN JOYNER CO.

(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 One Thousand and no/100 Dollars (\$1000.00) due and payable

on or before 30 days from date,

after maturity

with interest thereon ~~from~~ ^{from} date at the rate of 7 1/2% 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 purpose:

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, City of Greenville, and being shown as Lot 458, Section D, of Gower Estates, plat of which is recorded in the RMC Office for Greenville County in Plat Book RR, Pages 192-3, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Pimlico Road at the joint front corner of lots 457 and 458 and running thence with the common line of said lots, N. 49-18 W., 157.4 feet to an iron pin; thence N. 36-14 E., 30 feet to an iron pin; thence N. 28-37 E., 100.9 feet to an iron pin; thence S. 49-38 E., 169.9 feet to an iron pin on the northwesterly side of Pimlico Road; thence with said road, S. 35-52 W., 130 feet to the point of beginning and being the identical property conveyed to Mortgagor by Lucretia M. Bonnett by deed of even date.

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 whatsoever lawfully claiming the same or any part thereof.