

FILED
GREENVILLE S.C.
MORTGAGE OF REAL ESTATE
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STATE OF SOUTH CAROLINA
JUN 15 19 01 AM '69

BOOK 1139 PAGE 395

COUNTY OF GREENVILLE
OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN,

WHEREAS, I, Russell Westmoreland

(hereinafter referred to as Mortgagee) is well and truly indebted unto James Charlton Nash and Myrtle C. Nash

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Three Thousand Two Hundred and No/100-----

Dollars (\$ 3,200.00) due and payable

at the rate of \$50.00 per month beginning November 4th, 1969 with payment applied first to Interest and balance to principal,

with interest thereon from date at the rate of 4 1/2 per centum per annum, to be paid monthly

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee 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 Mortgagee 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, being known and designated as Lot No. 37, Section 1, as shown on a plat entitled "Subdivision of Village Houses, F. W. Poe Manufacturing Company, Greenville, South Carolina", being recorded in the R.M.C. Office for Greenville County in Plat Book Y, at Page 26, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of First Avenue, joint front corner of Lots 37 and 39, and running thence with the joint line of said lots, N. 49-00 E. 72.3 feet to an iron pin, joint rear corner of Lots 37 and 38; thence with the joint line of said lots N. 40-36 W. 85 feet to an iron pin on the eastern side of B Street; thence with B Street, S. 49-00 W. 72.3 feet to an iron pin at the intersection of B Street and First Avenue; thence with First Avenue, S. 40-36 E. 85 feet to the beginning corner; being the same conveyed to me by Carl B. Holland by deed dated April 16, 1956, recorded in the R.M.C. Office for Greenville County in Deed Book 550, at Page 314.

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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.