

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

JAN 7 2 30 PM '70 TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH
R. M. C.

WHEREAS, KENNETH E. MOODY

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES F. FINLEY

(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 Three Thousand One Hundred and Fifty and no/100 --
-----Dollars (\$3,150.00) due and payable

Six (6) months from date

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

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 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, in Chick Springs Township, on the southern side of Cannon Lane and being shown and designated as Lot No. 38 on plat of Edwards Forest, Section 2, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book RR, Page 21, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING on the southern side of Cannon Lane at the joint corner of Lots 36 and 38 and running thence with the line of Lots 36 and 37, S. 36-57 E, 164.3 feet to a pin; thence with the rear line of Lots 53 and 52, N. 54-54 E, 100.05 feet to pin; at the rear corner of Lot 39; thence with line of Lot 39, N. 36-57 W. 167.5 feet to pin on Cannon Lane; thence with the southern side of Cannon Lane, S. 53-03 W. 100 feet to pin, the point of BEGINNING.

It is understood and agreed that the above described premises are conveyed subject to restrictive covenants recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 643, at Page 219 and as amended in Deed Book 729, Page 91:

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.