

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE 00. S. O.

MORTGAGE OF REAL ESTATE

FILED
JAN 16 3 47 PM '70
OLLIE FARNSWORTH

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ^{R.M.C.} ~~W.B.~~ John C. Hambricht and Lena D. Hambricht,
jointly and severally, are

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

L. R. Duncan

(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

----- Eight Thousand and no/100 ----- Dollars (\$ 8,000.00) due and payable

One year after date hereof, with the privilege of paying the full amount thereof at any time before maturity,

with interest thereon from date at the rate of six 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 south side of Mountain View Avenue, being known and designated as Lot No. 3, of Block A, of Oakland Heights, as shown by plat thereof recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book E at page 105, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the south side of Mountain View Avenue, joint corner of Lots Nos. 2 and 3 on said plat, which point in 200 feet from the east side of Rutherford Road, and running thence with the joint line of Lots Nos. 2 and 3, S. 30 - 00 W. 189.6 feet to an iron pin in the center of a 19 foot alley; thence along the center of said alley, S. 65 - 30 E. 100 feet to an iron pin, joint corner of Lots Nos. 3 and 4 on said plat; thence along the joint line of said lots, N. 30⁰⁰ W. 189.6 feet to an iron pin on Mountain View Avenue; thence along the south side of Mountain View Avenue, N. 65 - 30 W. 100 feet to the beginning corner.

This mortgage encumbers whatever interest the mortgagors have in and to the 19 foot alley shown on said plat to the rear of the above named Lot No. 3, which alley has been closed and one-half thereof added onto the abutting lots on each side thereof.

The above described property is the same that was conveyed to us by deed of even date herewith from S. R. Esten, as Executor of the Estate of Charles Esten, by deed to be recorded

Together with all and singular rights, members, herditaments, 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.