

FEB 9 1 36 PM '70

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE, S. C.
OLLIE FARNSWORTH

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Whereas: T. D. GILES

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE PEOPLES NATIONAL BANK, Simpsonville, South Carolina

(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 -----

-----Twelve Thousand and no/100 ----- Dollars (\$12,000.00) due and payable in 120 monthly installments of One Hundred Forty-five and 60/100 (\$145.60) Dollars each, first applied to interest and then to principal, beginning March 1, 1970,

T.D.G. 10

with interest thereon from date at the rate of eight (8%) per centum per annum to be paid: monthly

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, Austin Township, located on the south side of South Pliney Circle in the Town of Simpsonville, being known and designated as Lot No. 35 of the subdivision known as "League Estates" as shown on a plat made by W. J. Riddle, Surveyor, in October 1941, said plat being recorded in the RMC Office for Greenville County in Plat Book "K" at pages 111 and 112, and being more fully described as follows:

BEGINNING at an iron pin at the southwest corner of the intersection of South Pliney Circle and North Church Street, and running thence along the west side of North Church Street, S. 19-00 E., 164 feet; thence S. 64-50 W., 108.4 feet to pin, southeast corner of Lot No. 36; thence with line of Lot No. 36, N. 19-45 W., 168.6 feet to pin on south side of South Pliney Circle; thence along the south side of said circle, N. 67-23 E., 108.6 feet to the beginning corner, and being the same lot conveyed to T. D. Giles by Fronde Rice by deed dated February 3, 1951, and recorded in the RMC Office for Greenville County on April 26, 1951, in Deed Book "D" at page 107.

The above described lot is conveyed subject to the following restrictions:

1. No residence shall be built upon said property costing less than \$2,000.00,
2. Said property cannot be used except for residential purposes for a period of ten years.

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 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.