

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

BOOK 1148 PAGE 577

FEB 23 11 45 AM 1970
MORTGAGE OF REAL ESTATE

OLLIE FARNWORTH
TO ALL WHOM THESE PRESENTS MAY CONCERN:
R. M. C.

WHEREAS, T. H. SMART

(hereinafter referred to as Mortgagor) is well and truly indebted unto FRANK ULMER LUMBER COMPANY, INC.

(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 Nine Thousand and No/100

-----Dollars (\$ 9,000.00) due and payable

May 15, 1970

with interest thereon from date at the rate of Eight(8) per centum per annum, to be paid: quarterly

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:

those

"ALL ~~THE~~ 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 Butler Township, on the north-western side of Butler Springs Road and being known and designated as Lots Nos. 1 and 2 on plat of property of J. D. Spencer, made by C. O. Riddle, Eng., June 27, 1966, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Butler Springs Road, formerly known as Congree Road, at the joint front corner of Lots Nos. 2 and 3, and running thence N. 42-46 W. 173.59 feet to an iron pin at the joint rear corner of Lots Nos. 2 and 3 and in the rear line of Lot No. 46 of Spring Forest Subdivision; thence N. 36-49 E. 103 feet to an iron pin at the joint rear corner of Lots Nos. 1 and 2; thence continuing N. 36-49 E. 101.9 feet to an iron pin at the joint rear corner of Lot No. 1 and Lots Nos. 45, 35 and 1 of Spring Forest Subdivision; thence S. 53-10 E. 174.9 feet to an iron pin on the northwestern side of Butler Springs Road; thence with said road S. 37-14 W. 103 feet to an iron pin; thence continuing with said road S. 37-14 W. 103 feet to an iron pin, the point of beginning.

Paid and satisfied this 20th day of April 1970.

Frank Ulmer Lumber Co.

By Frank A. Ulmer Secty Treas.

Witness Vera Stilwell

Ethel G. Coker

SATISFIED AND CANCELLED OF RECORD

30 DAY OF *April* 19 *70*

Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT *11:40* O'CLOCK *A.* M. NO. *23726*

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.