

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FEB 25 9 56 AM '70

BOOK 1148 PAGE 615

OLLIE FARNSWORTH MORTGAGE OF REAL ESTATE
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, JOHNNY W. OSTERN, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY at its Greenville, South Carolina Office

(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 One Thousand Two Hundred Fifty-Five and 32/100 Dollars (\$1255.32) due and payable

in monthly installments at the rate of Thirty-Four and 87/100 (\$34.87)

Per Month, commencing on the 8th day of April 1970 and on the same day of each month thereafter until paid in full with interest thereon from date at the rate of 12.82 per centum per annum, to be paid: annual

WHEREAS, the Mortgagee 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.

All that certain lot of land situate at the northwestern corner of the Intersection of Edgemont Avenue and Boggs Drive, being a part of Lot 31 as shown on plat of Riverside recorded in Plat Book K at page 100 - 104, and being also shown as #145-1-7.3 on the County Block Book, and being more particularly described as follows:

Beginning at an iron pin on the northeastern side of Edgemont Avenue at the intersection with a 10-foot strip known as Boggs Drive; thence with the western side of Boggs Drive in a northeasterly direction 150 feet to an iron pin; thence in a westerly direction and parallel to Edgemont Avenue 40 feet to an iron pin at corner of lot now or formerly owned by Hubert Muller et al; thence with line of said lot in a south-westerly direction 150 feet to an iron pin on Edgemont Avenue; thence with the northeastern side of Edgemont Avenue in a southeasterly direction 40 feet to the beginning corner.

It is understood that the 10-foot strip of land now known as Boggs Drive is to remain open at all times in the future and is subject to the same conditions set forth in the deed to B. F. Thacker recorded in Deed Book 407 at Page 493.

This property is subject to restrictions, easements and right-of-way of record affecting said property. See Deed Book 769 at Page 367 for derivation.

This is the same property conveyed to Mortgagor by John H. Sheppard and Dorothy P. Sheppard, February 23, 1970.

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.