

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA

APR 16 4 03 PM '70

BOOK 1152 PAGE 561

COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, T. J. Southerlin

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

Roy M. Duckworth and Polly K. Duckworth

(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 and No/100

-----Dollars (\$1,000.00) due and payable
Forty-Six and 67/100 (\$46.67) Dollars on the 1st day of June, 1970, and
Forty-Six and 67/100 (\$46.67) Dollars on the first day of each and every
succeeding month thereafter until paid in full, payments to be applied first to
interest and then to the principal balance remaining due from month to month,

with interest thereon from date at the rate of Six (6%) 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, as is more fully shown on a plat of Property of T. J. Southerlin, dated April 1970, prepared by Dalton & Neves, Engineers, and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin in the center of a county road at the intersection of a 30-foot driveway right-of-way and running thence with the center of said county road, N. 64-13 W. 170 feet to an iron pin in the center of said county road; thence continuing with the center of said county road, N. 67-31 W. 118 feet to an iron pin at the corner of property now or formerly of Ulyess Cantrell and running thence with the line of said property, N. 28-24 E. 199.6 feet to an iron pin; thence continuing with the line of said property, N. 22-48 E. 342 feet to an iron pin in the center of the right-of-way of Greenville Water Works; running thence with the center of said right-of-way, S. 38-34 E. 328.8 feet to an iron pin at the corner of a 30-foot driveway right-of-way; thence with the northwest side of said right-of-way, S. 25-45 W. 392 feet to the point of beginning, containing 3.05 acres inclusive of right-of-way; being the same property conveyed to me by the mortgagees herein by deed of even date to be recorded herewith.

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.