

APR 17 10 45 AM '70

BOOK 1153 PAGE 09

STATE OF SOUTH CAROLINA }
COUNTY OF }

OLLIE FARM }
R. M. C. }
MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Whereas: Charles W. Newton & Margaret C. Newton

(hereinafter referred to as Mortgagor) is well and truly indebted unto Alice H. Jones

(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 -----Two Thousand Five Hundred Fifty Seven & no/100----- Dollars (\$ 2,557.00) due and payable 18 Months after date.

The Mortgagors are hereby given the right and privilege to prepay any all of this figure at any time without penalty.

with interest thereon from date at the rate of 7% per centum per annum to be paid: at maturity.

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 Northerly side of Georgia Road, and being shown as 13.1 acres, on plat entitled "Survey for Charles W. Newton", prepared by Carolina Engineering & Surveying Company, dated April 3, 1970, and having the following metes and bounds, to wit:

BEGINNING at a point in the center of Georgia Road, which point is located S: 19-10 E., 25 feet from iron pin on Northerly edge of said road and running thence N. 19-10 W., 640 feet to old iron pin; thence N. 55-0 E., 660.8 feet to old iron pin; thence S. 62-0 E., 235 feet to point at joint rear corner of 8.7 acre tract as shown on said plat; thence with the line of said 8.7 acre tract S. 2-11 W., 898.7 feet to point in center of Georgia Road, passing over iron pin 23.9 feet back on line; thence with center of Georgia Road S. 89-25 W., 160 feet to point; thence continuing with the center line of Georgia Road, N. 87-0 W., 150 feet to a point; thence continuing with the center line of Georgia Road, N. 83-33 W., 200 feet to the beginning corner.

This mortgage is second and junior in lien to mortgage to Laurens Federal Savings & Loan Association in the original amount of \$22,000.00 to be executed.

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.