

JUN 15 12 24 PM '70

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

OLLIE FARNSWORTH  
R. M. C.

BOOK 1158 PAGE 19

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, James H. and Mary Ann S. Poteat

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

(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 00/100 - - - - - Dollars (\$ 12,000.00 ) due and payable

in monthly installments of \$77.32, beginning July 1, 1970, and continuing on the like day of each month thereafter until paid in full. Each payment to be applied first to interest and balance to principal, with interest thereon from date at the rate of Six 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, near the Town of Simpsonville, and being shown as a portion of a ten (10) Acre Tract on a Plat of property of Milton Mahaffey by C. O. Riddle, dated November, 1963, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Northwestern most corner of a Tract of land previously conveyed to James Toy Cox, and running thence along a 12 ft. right-of-way for ingress and egress, which separates this property from that of Austin Brashier, N. 54-13 E., 124.4 ft. to an iron pin; thence running 14 ft. from the Austin Brashier Line continuing the 14 ft. right-of-way easement, but parallel with the Brashier line, N. 1-03 E., 57.9 ft. to an iron pin; thence S. 80-07 E., 199.8 ft., more or less, to an iron pin; thence S. 9-53 W., 145.6 ft., more or less, to an iron pin joint rear corner, property of James Toy Cox; thence along the Cox line, N. 80-07 W., 247.2 ft. to an iron pin at the point of beginning.

This is the same property conveyed to the mortgagors by deed of Milton Mahaffey, to be recorded of even date 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.