

MORTGAGE OF REAL ESTATE - Prepared by  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE, S. C.  
AUG 25 3 15 PM '70  
GREENVILLE, S. C. - Greer, S. C.

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MORTGAGE OF REAL ESTATE  
OLLIE FARNSWORTH THESE PRESENTS MAY CONCERN:  
R. M. C.

WHEREAS, We, Charles and Geraldine T. Bivings

(hereinafter referred to as Mortgagor) is well and truly indebted unto E. F. Cunningham and Rose Cunningham

(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  
Seven Hundred and Eight and 74/100-----Dollars (\$ 708.74 ) due and payable

at the rate of Fifty Dollars (\$50.00) per month, beginning thirty (30) days from date and each month thereafter until principal and interest are paid in full

with interest thereon from date at the rate of 8% 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, Chick Springs Township, near Taylors S. C. containing one acre, more or less, according to plat of property of W. Palmer Dillard, prepared originally by H. S. Brockman, Surveyor, Greer, S. C., October, 1954, as amended August 16th, 1961 by John A. Simmons, Surveyor, Greer, S. C. and having the following courses and distances:

BEGINNING at an iron pin on line of lot of C. B. Bivings and running thence S. 79-45 W. 456.3 feet to iron pin; thence N. 52-00 E. 266.4 feet to iron pin on dirt road thence with the center of said dirt road S. 78-36 W. 200 feet to pin; thence continuing with center of road S. 83-52 W. 100 feet to another pin; thence further with center of said road N. 82-15 W. 55 feet to another pin in said road; thence S. 10-15 E. 161.7 feet to iron pin; thence with the southern life of W. Palmer Dillard tract of land N. 79-45 E. 531 feet to iron pin corner of C. B. Bivings lot on said line; thence with the Bivings line N. 52-05 E. 49.5 feet to the point of beginning, this being all of the same lot of land and conveyed to us by W. Palmer Dillard by deed dated the 4th day of October, 1961, with all improvements thereon.

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.