

FILED
STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.

BOOK 1164 PAGE 591

COUNTY OF GREENVILLE

AUG 28 11 17 AM '70

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, R. Bruce Maxwell and Margaret F. Maxwell

(hereinafter referred to as Mortgagor) is well and truly indebted unto Robert F. Montgomery

(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 Six Thousand and 00/100

Dollars (\$6,000.00) due and payable

at the rate of \$75.00 per month, beginning thirty (30) days after date, and continuing on the same date of each successive month until principal and interest have been paid in full. Said payments shall be applied first to interest, balance to principal. Mortgagors shall have privileges of anticipation in any amount without penalty, with interest thereon from date at the rate of Eight 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, near the Town of Mauldin, containing 7.6 acres, more or less, as shown on a Plat entitled "Survey for R. Bruce Maxwell", prepared by Carolina Engineering & Surveying Co., recorded in Plat Book _____, at page _____, in the RMC Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly edge of East Butler Avenue, at the joint front corner of property of Rowe and running thence with the edge of said East Butler Avenue, S. 5-29 W. 160 feet to an iron pin; thence along the line of property of Robert F. Montgomery, N. 71-56 W. 1,040 feet to a point in or near a branch; thence along said branch as follows: N. 20-30 E. 129.8 feet to an iron pin; N. 21-37 E. 100 feet, N. 18-18 E. 225 feet, N. 12-35 E. 99 feet to an iron pin; thence S. 50-45 E. 1,074.5 feet to the point of beginning.

This is the identical property conveyed to the mortgagors by deed of the mortgagee of even date herewith, and this mortgage is given to secure a portion of the purchase price of said property.

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.