

SEP 29 12:24 PM '70

BOOK 1168 PAGE 39

STATE OF SOUTH CAROLINA JOLLIE FARNSWORTH
COUNTY OF GREENVILLE R. M. C. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Milward K. Jackson, of the County and State aforesaid,
(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company,

(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 Eight Hundred Eighty-Three Dollars and Sixteen (\$1,883.16) Cents,

in thirty-six (36) monthly installments of Fifty-Two Dollars and Thirty-One (\$52.31) Cents, commencing on the 15th day of November, 1970, and on the same date of each successive month thereafter until paid in full,

maximum legal rate,
with interest thereon from date of the ~~date of~~ per centum per annum, to be paid after 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, Greenville Township, about six miles west of the City of Greenville, near Saluda River, being a portion of Lots Nos. 34 and 35; as shown on the records of the Greenville County Block Book Department at Sheet B3.1, Block 1, Lots 34 and 35, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin which is 175 feet S. of the southwestern intersection of Dr. Parker's Road and Saluda Lake Road and running thence with the J. R. Hall line N. 59-00 W. 409 feet to an iron pin; thence continuing with the Hall line N. 60-30 W. 369 feet to an iron pin; thence S. 34-20 W. 348 feet to an iron pin, joint corner of Block Book Lots Nos. 34 and 35; thence S. 34-30 W. 144 feet to an iron pin; thence S. 85-15 E. 112.3 feet to an iron pin; thence S. 34-30 W. 322 feet to an iron pin; thence S. 52-10 E. 154.4 feet to an iron pin; thence N. 85-00 E. 100 feet to an iron pin; thence S. 52-10 E. 150 feet to an iron pin; thence N. 85-00 E. 196 feet to an iron pin; thence N. 70-00 E. 661 feet to an iron pin on the west side of Saluda Lake Road; thence continuing with the west side of Saluda Lake Road N. 34-10 E. approximately 14.3 feet, the point of beginning, and containing approximately 9.47 acres.

This is a portion of the same property conveyed to Milward K. Jackson, by deed dated March 31st, 1948, and recorded in the R.M.C. Office for Greenville County, in Deed Book 431, at page 289.

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 new 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.