

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

OCT 18 10 03 AM '70

OLLIE FARNSWORTH
R. M. C.

BOOK 1169 PAGE 615

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Otis B. DeShields and Fred Mark Bishop

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sarah Ellen McKelvey Tolen

(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 Seventeen Thousand and no/100-----

Dollars (\$ 17,000.00) due and payable

\$197.39 per month on the first day of each month beginning November 1, 1970,

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

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, approximately 17 miles south of Greenville near Ware Place, South Carolina, in the Oaklawn Township, beginning at the intersection of Augusta Road and an old farm road and running in a general southwesterly direction across what was formerly designated as Tract No. 5 on a plat recorded in the RMC Office for Greenville County in Plat Book EE at page 95, and thence with said road to a point in the Davenport line at the intersection of said farm road and an old fence; thence N 56-10 W, 817 feet, more or less; thence N 12 E, 1880 feet, more or less; thence N 74-05 E to Augusta Road; thence southeast along Augusta Road to the point of beginning. Said tract is bounded on the north and northwest by the Stoddard property, on the southwest by the Davenport property and on the east by the Bennett property. The dividing line between the tract owned by Sarah F. S. Bennett and that owned by Sarah Ellen McKelvey Tolen was determined by reference to the Will of Flora M. McKelvey filed in the Probate Court for Greenville County in 583/2.

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.