

MORTGAGE OF REAL ESTATE - Prepared by EDWARDS & McPHERSON, Attorneys at Law
Greenville, S. C. - Greer, S. C.

BOOK 1171 PAGE 93

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OCT 29 1:24 PM '70
OLLIE FARNSWORTH
R.M.C.

WHEREAS, WE, MARSHALL MONTGOMERY AND HATTIE LEE MONTGOMERY

(hereinafter referred to as Mortgagor) is well and truly indebted unto PORTER F. VAUGHN AND BETTY V. COOPER

(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 Thousand Five Hundred and no/100-----Dollars (\$ 7,500.00) due and payable

in full on January 1, 1973

January 1, 1972

with interest thereon from ~~XXXX~~ at the rate of 5% per centum per annum, to be paid: annually

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, situate at the Southwestern corner of the intersection of U. S. Highway No. 29 and Edwards Road and having according to a plat of the property of William M. Edwards made by Dalton and Neves, January, 1960, the following metes and bounds:

BEGINNING at an iron pin at the Southwestern corner of the intersection of U. S. Highway No. 29 and Edwards Road and running thence along the Southern side of U. S. Highway 29 S. 50-47 W. 150 feet to an iron pin; thence S. 28-12 E. 252.2 feet to an iron pin on the right-of-way of the P & N Railroad; thence with the northern side of said right-of-way, N. 56-50 E. 75 feet to an iron pin on Edwards Road; thence with the western side of Edwards Road, N. 13-18 W. 284.1 feet to the beginning corner, LESS three (3) lots previously deeded to the Grantee herein by the grantors herein recorded in Deed Book 871 at pages 340, 344 and 357 in the R.M.C. Office for Greenville County.

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.