

FILED  
GREENVILLE CO. S. C.

BOOK 1172 PAGE 489

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Nov 13 11 34 AM '70

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH  
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, John Peters

(hereinafter referred to as Mortgagor) is well and truly indebted unto Clarence Peters

(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 Sixteen Hundred and no/100-----

----- Dollars (\$ 1,600.00 ) due and payable \$150.00 on the 15th of February, 1971, and like amount on the 15th day of each succeeding three months thereafter until paid in full, with the right to accelerate at any time

with interest thereon from date at the rate of 7 per centum per annum, to be paid: quarterly in addition to the above payments.

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 PIECE, PARCEL OR LOT OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON, LYING AND BEING IN THE CITY OF GREENVILLE, COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, BEING KNOWN AND DESIGNATED AS LOT #7, RUTHERFORD PARK, AS PER PLAT THEREOF RECORDED IN THE R. M. C. OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK "P", PAGE 109; SAID LOT HAVING A FRONTAGE OF 50 FEET ON THE SOUTHERLY SIDE OF RUTHERFORD ROAD, A DEPTH OF 154 FEET ON THE WEST, A DEPTH OF 152.4 FEET ON THE EAST, AND 30 FEET ACROSS THE REAR.~~

All that piece, parcel or lot of land, with the buildings and improvements thereon, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot #7, Rutherford Park, as per plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book "P", page 109; said lot having a frontage of 50 feet on the Southerly side of Rutherford Road, a depth of 154 feet on the West, a depth of 152.4 feet on the east, and 30 feet across the rear.

Together with all and singular rights, members, herditaments, 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.