

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

FILED  
GREENVILLE CO. S. C.

BOOK 1173 PAGE 271

Nov 20 11 53 AM '70  
OLLIE FARNsworth  
R. M. C.

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Capernaum Griffin and Sarah Lee Griffin

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

John F. Day

(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 Fifteen Hundred Dollars

Dollars (\$1,500.00) due and payable

In sixty (60) installments of (\$30.42) Thirty Dollars and Forty-two Cents

with interest thereon from date at the rate of 8 per centum per annum, to be paid: monthly beginning December 1, 1970

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

All that piece, parcel or lot of land situate, lying and being on the southwestern side of Ferguson Drive (formerly Garrett Drive) near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as a portion of Tract No. 6 of the Garrett-Ferguson Estate, plat of which is recorded in the RMC Office for Greenville County in Plat Book TT at pger 108 and according to a more recent survey entitled "Property of Capernaum Griffin" prepared by C.O. Riddle, January, 1965, has the following metes and bounds, to-wit:

Beginning at an iron pin in Ferguson Drive which iron pin is southeast 170.6 feet to an old iron pin at the corner of Tract No. 6 and running thence along a new line through said tract S. 63-27 W., 316.8 feet to an iron pin, running thence S. 11-03 E., 81.5 feet to an iron pin; running thence N. 62-53 E., 339.2 feet to an iron pin in Ferguson Drive; running thence N. 25-13 W., 85 feet to an iron pin, point of beginning.

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.