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BOOK 1174 PAGE 333

MORTGAGE OF REAL ESTATE—Office of Landmark, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA

OLLIE FARNSWORTH  
R.M.C.

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES A. SMITH AND IDA RUTH W. SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted unto John D. Pellett, Jr. and Mary Lane Pellett, as Trustees of The Pellett Foundation

(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 Five Thousand and No/100

Dollars (\$ 5,000.00 ) due and payable

in equal monthly installments of \$200.00 beginning one month after date and continuing on the same day of each month thereafter until paid in full; said payments to be applied first to interest and balance to principal;

with interest thereon from date at the rate of five per centum per annum, to be paid, monthly

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, to-wit: the premises described in the plat of the State of South Carolina, County of

All that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 66, Section A, Englewood Estates, shown on plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book "Y", at Page 140.

Said lot fronts on Englewood Drive 75 feet, has a uniform depth of 150 feet, and is 75 feet across the rear.

ALSO, all that piece, parcel or lot of land in the County of Greenville, State of South Carolina, being known and designated as Lot No. 14 on Alameda Street as shown on plat of property of C. H. Branyon made by C. O. Riddle, June 1964, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Alameda Street at joint front corner of Lots 13 and 14 and running thence N. 55-19 E. 120.2 feet to an iron pin; running thence S. 34-41 E. 119.8 feet to an iron pin on Glenn Road; running thence along Glenn Road N. 59-55 E. 53.5 feet to an iron pin at curve; running thence with the curve S. 87-37 E. 42.2 feet to an iron pin on Alameda Street; thence with Alameda Street N. 55-08 W. 96 feet to the beginning corner.

It is understood and agreed that this mortgage constitutes a second lien on the second parcel of land above described.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.