

GREENVILLE, S. C.

DEC 4 3 48 PM '70

BOOK 1174 PAGE 427

HORTON, DRAWDY, DILLARD, MARCHBANKS, CHAPMAN & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **T. WAYNE McDONALD**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **WILLIAM A. LYNCH, JR.**, individually and as Administrator C.T.A., and as Substituted Trustee under the Last Will and Testament of Ruth H. Lynch, Deceased, **SONJA L. JONES & JACQUELINE L. WALTERS**,

(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 monthly installments in the sum of **\$443.56** each commencing on January 4, 1971, and on the 4th day of each month thereafter until paid in full, all payments to apply first to interest with balance to principal,

with interest thereon from date at the rate of **8** 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 piece, parcel or lot of vacant land, situate, lying and being at the Northwestern corner of the intersection of Crescent Avenue with Pine Forest Drive, in the City of Greenville, Greenville County, South Carolina, being shown and designated as Lot No. 19 on a Plat of the Property of Ruth H. Lynch made by Piedmont Engineering Service, dated August, 1962, and recorded in the RMC Office for Greenville County, S. C., in Plat Book XX, page 71, and an adjoining three-foot strip along Pine Forest Drive, and having according to a Plat of the Property of Dr. T. Wayne McDonald made by Campbell & Clarkson Surveyors, Inc., dated November 27, 1970, and recorded in the RMC Office for said County and State in Plat Book 4H, page 127, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northwestern side of Crescent Avenue at the joint front corners of Lots Nos. 18 and 19, and running thence along said side of Crescent Avenue, S. 49-42 W., 110 feet to an iron pin; thence with the curve of the intersection of Pine Forest Drive with Crescent Avenue, the chord of which is S. 79-20 W., 31.4 feet to an iron pin; thence S. 61-38 W., 3 feet to an iron pin on Pine Forest Drive; thence along the Eastern side of Pine Forest Drive, N. 28-22 W., 100.85 feet to an iron pin; thence continuing along said side of Pine Forest Drive, N. 27-02 W., 24.15 feet to an iron pin; thence N. 45-05 E., 118.5 feet to an iron pin at the joint rear corners of Lots 16, 17, 18, and 19; thence along the common line of Lots Nos. 18 and 19, S. 36-04 E., 157.1 feet to an iron pin, the beginning corner.

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.