

FILED
GREENVILLE CO. S. C.

BOOK 1175 PAGE 75

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

DEC 19 11 38 AM '70

OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIE LEE HENDERSON AND ERNESTINE HENDERSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOSEPH B. STEVENS

(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 Three Thousand Six Hundred Eighty-Six and 02/100-----
-----Dollars (\$ 3,686.02) due and payable

\$50.00 per month commencing October 10, 1970, and \$50.00 on the 10th day of each and every month thereafter until paid in full

with interest thereon from date at the rate of Seven & one-half (7½) 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, in Butler Township, being designated as Tract No. 1, on a plat of a portion of the property of Lee Henderson made by J. Mac Richardson, Surveyor, dated June, 1956, and being more particularly described as follows:

BEGINNING at an iron pin being the joint front corner of Tract No. 1 and the property of Ed Moseley, and running thence S. 28-15 E. 680 feet to an iron pin on the line of the Robert McDaniel property; thence N. 23-30 E. 85 feet to an iron pin; thence N. 28-00 W. 627 feet to an iron pin on an unnamed County Road; thence S. 61-30 W. 67 feet to the point of beginning, said measurements extending beyond iron pins to the center of the unnamed County Road being the Northern boundary and containing one acre, more or less.

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.