

FILED
STATE OF SOUTH CAROLINA
GREENVILLE 100 S. O.

COUNTY OF GREENVILLE
DEC 30 11 22 AM '70

BOOK 1176 PAGE 637

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH
R. M. C.

WHEREAS, Donnie Finley

(hereinafter referred to as Mortgagor) is well and truly indebted unto Verner E. Madden, Sr.

(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
\$50.00 on the first day of each month beginning February 1, 1971, until fully paid. Payments to be credited first to annual interest then to principal.

with interest thereon from date at the rate of seven 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, Greenville Township, in School District 8-FE, being known and designated as Lot No. 3, of Map No. 3, of the property of Woodville Heights, as recorded in the R. M. C. Office for Greenville County in Plat Book L, page 25, and having the following metes and bounds:

BEGINNING at an iron pin on the south side of Pendleton Road, also known as the Old Pickens Road, at the corner of Lot No. 2, which point is 144.2 feet west of the southwest corner of the intersection of Pendleton Road and the P & N Railway right of way, and running thence along the line of Lot No. 2, S. 4-13 E., 155.5 feet to an iron pin at the rear corner of said lot on the north side of the Southern Railway right of way; thence along the line of said right of way, S. 85-11 W., 60.3 feet to an iron pin at the rear corner of Lot No. 4; thence along line of said lot No. 4, N. 4-12 W., 157.5 feet to iron pin at the corner of said lot on the south side of Pendleton Road; thence along the line of said Pendleton Road, N. 87-13 E., 60.7 feet to the beginning corner.

This being the same property conveyed to me by Verner E. Madden, Sr., by deed of even date.

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.