

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

BOOK 1179 PAGE 149

JAN 26 10 49 AM '71

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Roy Boggess & Company, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Company

(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 Ten Thousand

----- Dollars (\$ 10,000.00) due and payable
six (6) months from the date hereof

with interest thereon from date at the rate of eight per centum per annum, to be paid: six months from the date hereof.

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, located on the north side of Club Circle near the City of Greenville, being shown as lot 3A on a plat of the property of Roy W. Boggess and Walter L. Miller, and having, according to a survey made by Jones and Southerland, Engineers, dated January 8, 1960, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book UU, page 7, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Club Circle, at the southeast corner of lot 3A, and running thence N. 7-15 E. 295 feet to an iron pin; thence S. 77-20 W. 93.2 feet to an iron pin, joint rear corner of lots 3A and 4; thence along the line of lot 4 S. 6-41 W. 263 feet to an iron pin on the north side of Club Circle; thence along the north side of Club Circle S. 82-35 E. 85 feet to an iron pin, the point of beginning.

This is one of the three lots conveyed to the mortgagor by deed of Roy W. Boggess dated July 28, 1970, of record in the R. M. C. Office for Greenville County, South Carolina.

This mortgage is subject to all restrictions, rights of way, easements, and setback lines of record.

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.

PAID IN FULL & SATISFIED, this 23 day of Feb. 1971

Southern Bank & Trust Company
Greenville, South Carolina

By Wheeler M. Heckston
Geo. P. Wentz v. Pres.

Wit: Nancy Scruggs
Meta G. Stowe

SATISFIED AND CANCELLED OF RECORD
8 DAY OF Mar 1971
Ollie Farnsworth
R. M. C. OFFICE
AT 11:57 O'CLOCK A. M. NO. 20645