

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
MORTGAGE OF REAL ESTATE

BOOK 1180 PAGE 17

FEB 3 1 11 PM '71  
OLLIE FARNSWORTH  
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, ~~Simon~~ Martinez and Caridad Martinez, jointly and severally, are

(hereinafter referred to as Mortgagor) is well and truly indebted unto Lois Fulmer Brown

(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

Twelve Thousand, Five Hundred and no/100 ----- Dollars (\$ 12,500.00 ) due and payable in equal successive semi-annual instalments of Seven Hundred Fifty (\$750.00) Dollars, last instalment to be adjusted to amount then owing; first instalment due and payable on January 1st, 1972, and an instalment thereafter each six months until both principal and interest are paid in full - said instalment includes both principal and interest, and shall be first applied to payment of accumulated interest then due,

with interest thereon from date at the rate of Six per centum per annum, to be paid with principal instalments.

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, consisting of two parts, in a sub-division known as Highland Terrace, and designated as Lots Nos. 10 and 11, in Block :F" of the plat of said sub-division, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book "K" at pages 120, 121 and 122, and said adjoining lots are described separately as follows:

Lot No. 10 - BEGINNING at a point in the Southeast intersection of Fairview Avenue, and Water Street, and running thence a curved line super-intended by a chord which runs S. 78-00 E. 50.4 feet to the joint corner of Lots Nos. 10 and 11; thence along the joint line between Los Nos. 10 and 11, S. 18-10 W. 150.9 feet to their joint rear corner on an alley; thence along the Northern edge of said alley, N. 70-00 W. 45.8 feet to corner on the Eastern edge of Water Street; thence along the edge of Water Street, N. 16-32 E. 144.6 feet to the point of beginning;

Lot No. 11 - BEGINNING at a point on the South side of Fairview Avenue, 50 feet east of the Southeastern intersection of Water Street and Fairview Avenue, and running thence with the South side of Fairview Avenue, S. 70-47 E. 50 feet to an iron pin, joint corner of Lots Nos. 11 and 12; thence along the joint line of Lots Nos. 11 and 12, S. 21-00 W. 151.3 feet to an iron pin on a fifteen foot alley; thence along said alley, N. 70-00 W. 43 feet to a point, joint corner of Lots Nos. 10 and 11; thence along the joint line of Lots Nos. 10 and 11, N. 18-10 E. 150.9 feet to the beginning corner on Fairview Avenue.

The above described property is exactly the same that was conveyed to mortgagors herein by mortgagee herein, by deed of even date herewith, yet to be recorded, and this mortgage is given to secure a portion of the purchase price of said property.

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.