

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

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE, S. C.

FEB 18 4 05 PM '71

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH HALL WHOM THESE PRESENTS MAY CONCERN;
R. M. C.

WHEREAS, C. E. Fortson and Dorothy N. Fortson

(hereinafter referred to as Mortgagor) is well and truly indebted unto George E. Bomar

(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

Sixty Nine Hundred and Fifty and no/100-----Dollars (\$ 6950.00) due and payable

in monthly installments of the sum of \$54.00 each, commencing on March 11, 1971, and on the 11th day of each month thereafter in the same amount until paid in full, all payments to apply first to interest with balance to principal, with interest thereon from date at the rate of Eight (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 land with buildings and improvements thereon, situate on the Southern side of Fairford Circle, in Greenville County, South Carolina, being shown and designated as Lot No. 74 on a Plat of COLONIAL HILLS, Section No. 5, made by Piedmont Engineers and Architects, dated October 18, 1966, and recorded in the RMC Office for Greenville County, S. C., in Plat Book QQQ, page 21, and having according to said plat the following metes and bounds to wit:

BEGINNING at an Iron pin on the Southern side of Fairford Circle at the joint front corners of Lots Nos. 73 and 74, and running thence along the common line of said lots, S. 6-55 W., 128.1 feet to an iron pin; thence S. 75-58 W., 130.6 feet to an iron pin; thence N. 84-39 W., 10 feet to an iron pin at the joint rear corners of Lots Nos. 74 and 75; thence along the common line of said lots, N. 6-45 E., 174.2 feet to an iron pin on Fairford Circle; thence along the Southern side of Fairford Circle, S. 83-15 E., 130 feet to an iron pin, the beginning corner.

The above described property is the same conveyed by George E. Bomar to the mortgagors herein of even date herewith, and this is a purchase money mortgage.

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.