

STATE OF SOUTH CAROLINA

GREENVILLE CO. S. C.

BOOK 1193 PAGE 677

COUNTY OF GREENVILLE

JUN 7 2 32 PM '71

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Weldon Lloyd Horton

(hereinafter referred to as Mortgagor) is well and truly indebted unto D. E. Galway

as security for Southern Bank & Trust Co.

loan of May 17, 1971

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's ~~XXXXXX~~ herewith, the terms of which are incorporated herein by reference, in the sum of Three Thousand Five Hundred and No/100-----

as follows: \$122.07 on the 1st day of July, 1971 and \$122.07 on the 1st day of each and every month thereafter until the entire amount has been paid. Dollars (\$ 3,500.00) due and payable
Payment to be applied first to the interest and then to the principal

with interest thereon from date at the rate of 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 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, Dunklin Township, on the Northeastern side of Acker Road, and being more fully described in plat "Property of Weldon Lloyd Horton," dated May 22, 1971, prepared by C. F. Webb, RLS, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book _____ at Page _____, and having, according to said plat, the following metes and bounds, to-wit:

Beginning in the center of Acker Road and running thence along a line of Holliday land N. 3-02 W. 559.1 feet to an iron pin; thence N. 74-56 E. 759.5 feet to an iron pin; thence along a line of Martin property S. 15-04 W. 970.5 feet to the center of Acker Road; thence along the center of Acker Road N. 65-30 W. 217.2 feet to a nail and cap; thence continuing along the center of said road N. 70-00 W. 265.9 feet to the beginning corner.

Also, all that piece, parcel or lot of land situate, lying and being on the Northwestern side of Vesta Drive in Greenville County, South Carolina, being known and designated as Lot 8 on a plat of Vardry-Vale, Section II, made by Campbell & Clarkson, Inc., dated March 17, 1969, and recorded in said RMC Office in Plat Book WWW at Page 53, reference to which is hereby craved for the metes and bounds thereof, and being the same property conveyed by Lindsay Builders, Inc. to Weldon Horton by a deed dated May 20, 1971, and recorded in said RMC Office in Deed Book 915 at Page 631.

This mortgage is given to secure D. E. Galway against any loss which he may suffer, or any money which he may be called upon to pay, as an accommodation maker on a collateral installment note executed by W. L. Horton and D. E. Galway to Southern Bank & Trust Co. on May 17, 1971, in the face amount of \$4,394.52.

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.