

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

APR 10 2 41 PM '72

OLLIE FARNSWORTH
R.M.C.

BOOK 1228 PAGE 519

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Johnny B. Nicholson and Shelby J. Nicholson

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

J. C. Howard and Fannie Bell Howard

(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 Fifteen Thousand and No/100-----

-----Dollars (\$ 15,000.00) due and payable

\$150.00 on the 15th day of March, 1972 and \$150.00 on the 15th day of each month thereafter until paid in full, payments to be applied first to interest and the balance to principal.

with interest thereon from date at the rate of eight 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, now within the corporate limits of the City of Greenville, being known and designated as Lots Nos. 60 and 61 of a subdivision known as "Donwood" as shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book A, at pages 462 and 463 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Landal Street at the joint corner of Lots Nos. 59 and 60, and running thence along the north side of Landal Street, S. 74-26 W. 100 feet to an iron pin at the southwest corner of Lot No. 61, in line of property of the Honour Estate; thence along the line of the Honour property, N. 15-20 W. 150 feet to an iron pin; thence N. 74-26 E. 100 feet to an iron pin at the joint rear corner of Lots Nos. 59 and 60; thence along the joint line of said lots, S. 15-20 E. 150 feet to the beginning corner.

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.