

FILED
GREENVILLE CO. S. C.
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 BOOK 1232 PAGE 515

MORTGAGE OF REAL ESTATE - **W. A. AUSTIN, SR.**, Attorney at Law, Greenville, S. C.
 STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE **DELIE FARNSWORTH** MORTGAGE OF REAL ESTATE
 R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN;

WHEREAS, **W. A. AUSTIN, SR.**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **The Peoples National Bank of Greenville, S. C.**

(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 **EIGHTY-FIVE THOUSAND and no/100 + + + + + Dollars (\$85,000.00)** due and payable in equal installments of \$1201.65 each on the 10th day of each succeeding month until paid in full, with the first such payment due June 10, 1972 and the final payment due May 10, 1980; payments applied first to interest, 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 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, containing 3.72 acres, on the East side of Worley Road, being a portion of the property shown on plat entitled "Topographic Survey, Merchants Cotton Warehouse Company", prepared by Carolina Engineering & Surveying Co., on July 13, 1967, which plat is recorded in the RMC Office, Greenville County, S. C. in Plat Book PPP, at page 197, and having the following metes and bounds, to-wit:-

BEGINNING at a point in the center of the Worley Road at the southernmost right-of-way line of The Atlanta & Charlotte Airline Railway Company; and running thence along the southern edge of said right-of-way N. 62-49 E. 732.5 feet to an iron pin at the intersection of said right-of-way line with the northern right-of-way line (now abandoned) of the Southern Railway Company; thence with said abandoned right-of-way line S. 34-07 W. 151.3 to an iron pin; thence continuing with said abandoned right-of-way line S. 25-00 W. 180.1 feet to an iron pin; thence continuing with said abandoned right-of-way line S. 17-29 W. 202.5 feet to an iron pin; thence continuing with said abandoned right-of-way line and the edge of a 10 foot utility easement strip S. 9-58 W. 24 feet to an iron pin; thence along the edge of a 3 acre tract of land previously sold by the Mortgagor S. 87-43 W. 482 feet to a point in the center of Worley Road; thence with the center of said road as a line N. 16-34 E. 197.6 feet to point of beginning.

The above is all of the land acquired by the Mortgagor by two deeds recorded in the said RMC Office in deed book 821 at page 177 and deed book 821 at page 180, EXCEPTING, HOWEVER, a tract of 3.0 acres from the southernmost side thereof previously sold by the Mortgagor as shown by deed recorded in deed book 839 at page 213 to The Nut & Bolt House, Inc.

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.