

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Albert D. Lane

(hereinafter referred to as Mortgagor) is well and truly indebted unto Marie M. Peden

(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

NINE THOUSAND AND NO/100 ----- Dollars (\$ 9,000.00 ) due and payable

\$105.67 per month, commencing on August 3, 1972 and continuing at the rate of \$105.67 per month until paid in full, with each payment applied first to interest and balance to principal, with the right to anticipate the full amount or any part thereof at any time

with interest thereon from date at the rate of 7½ 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 in that area formerly constituting the Town of West Greenville but recently annexed to the City of Greenville and being the Western portion of LOT NO. 12 of a Subdivision known as Perry Avenue Annex as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book A, at page 878 and having, according to a plat of the property of the T.J. Seyle Estate, prepared by Piedmont Engineering Service on March 16, 1950, the following metes and bounds, to wit:

BEGINNING at a point on the North side of Pendleton Street in the dividing line of Lots Nos. 11 and 12 of Perry Avenue Annex, which point is 80.48 feet from the East side of Perry Avenue and running thence through the center of a party wall and continuing N. 13-15 E. 115.6 feet to an iron pin on the South side of Branwood Street; thence along the South side of Branwood Street, S. 74-20 E. 20.17 feet to a point; thence on a line through the approximate center of Lot No. 12 of Perry Avenue Annex and continuing through the center of a party wall; S. 13-15 W. 115.3 feet to a point on the North side of Pendleton Street; thence along the North side of Pendleton Street, N. 76-51 W. 20.17 feet to the beginning corner.

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.