

FILED
GREENVILLE CO. S. C.

BOOK 1238 PAGE 43

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

OLLIE EARNSWORTH
R.H.C.
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, W. A. Forbes

(hereinafter referred to as Mortgagor) is well and truly indebted unto Richard H. Case and Janette Case

(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 One Thousand and no/100-----

Dollars (\$ 1,000.00--) due and payable

Ninety (90) days from date,

of maturity

with interest thereon from date at the rate of eight per centum per annum, to be paid until paid in full.

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, Gantt Township, on the southeastern side of Crestfield Road and the southwestern side of Foxhall Road, being shown as Lot 248 and the western half of Lot 251, Section B, according to plat of Property of Woodfields, Inc., recorded in Plat Book Z at page 121 in the RMC Office for Greenville County, and having according to a more recent plat entitled Property of Terrell Britt Wilson and Mary Anne Greene Wilson, dated November 13, 1970, made by Campbell & Clarkson, Surveyors, Inc., recorded in the RMC Office for Greenville County in Plat Book 4H at page 117, the following metes and bounds:

Beginning at an iron pin on the southeastern side of Crestfield Road at the joint front corner of Lots 248 and 249, and running thence along line of Lot 249, S 38-23 E 165 feet to an iron pin in the eastern boundary of Lot 251; thence continuing along Lot 249, S 24-08 W 64.4 feet to an iron pin; thence S 75-43 E 48.1 feet to an iron pin; thence through Lot 251, N 20-42 E 193.7 feet to an iron pin on the southwestern side of Foxhall Road; thence along Foxhall Road, N 59-30 W 35.2 feet to an iron pin; thence with the curve of Foxhall Road, the chord being N 38-23 W, 75 feet to an iron pin at the intersection of Foxhall Road and Crestfield Road; thence with the intersection of Foxhall Road and Crestfield Road, the chord being N 83-23 W 35.3 feet, to an iron pin on the southeastern side of Crestfield Road; thence along Crestfield Road, S 51-37 W 100 feet to the beginning corner.

Being the same property conveyed to the mortgagor by the mortgagee, this being a purchase money mortgage.

This mortgage is junior in lien to the mortgage held by Carolina National Mortgage Investment Co., recorded in Mortgage Book 1173 at page-657.

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.

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFIED AND CANCELLED OF RECORD
SATISFACTION BOOK 11 PAGE 181

2017
Elizabeth Middle
R. H. C.
AT 2:55 O'CLOCK P. M. NO. 11656