

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

11-20-72

BOOK 1250 PAGE 583

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Mitch Utz

(hereinafter referred to as Mortgagor) is well and truly indebted unto A. S. Everette and Hazel Everette

(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 Three Thousand and No/100-----

-----Dollars (\$ 3,000.00) due and payable

\$250.00 per month beginning on the 1st day of September, 1972 and \$250.00 on the 1st day of each month thereafter until paid in full.

with interest thereon from date at the rate of (4%) four per centum per annum, to be paid: annually

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 the Town of Mauldin, being known and designated as Lot 51 on a Plat of Bishop Heights Subdivision, prepared by Ethan C. Allen, R.L.S., dated January, 1966 and recorded in the RMC Office for Greenville County in Plat Book BBB, Page 71, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern edge of Ashmore Bridge Road, at the joint front corner of Lots 51 and 52 and running thence with the edge of Ashmore Bridge Road, N. 27-31 E., 107.5 feet to an iron pin at the intersection of Ashmore Bridge Road and Rita Street; thence with said intersection, the chord being, N. 20-21 W., 40.3 feet to an iron pin on the Southern edge of Rita Street; thence with the Southern edge of Rita Street, N. 68-13 W., 92.9 feet to an iron pin; thence still with Rita Street, N. 65-13 W., 92.7 feet to an iron pin at the joint corner of Lots 50 and 51; thence with the joint line of said lots, S. 32-31 W., 101.5 feet to an iron pin at the joint rear corner of Lots 51 and 52; thence with the joint line of said lots, S. 57-29 E., 225 feet to an iron pin on the Northwestern edge of Ashmore Bridge Road, being the point of beginning.

This is the same property conveyed to the Mortgagor by deed of the Mortgagees of even date to be recorded herewith.

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.