

DEC 4 12 37 PM '72

STATE OF SOUTH CAROLINA ELIZABETH RIDDLE
COUNTY OF GREENVILLE R.M.C.

BOOK 1259 PAGE 393

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Luther Walker, of the County and State aforesaid,

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. M. Garrison

(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 \$1,110.00 - Fourteen Hundred, Forty and No/100

..... Dollars (\$ 1,110.00) due and payable Sixty (\$60.00) and No/100 Dollars on the first day of each and every month hereafter until paid in full, payments to begin December 1, 1972. No interest except on any balance due and unpaid upon date of maturity (three years from date). Any such balance to bear

at 7

~~with interest thereon~~ interest/per centum per annum, to be paid: semi-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, being located on the northwestern side of a dirt road, and having according to plat entitled "Survey for J. M. Garrison", dated April 4, 1968, prepared by Carolina Engineering and Surveying Co., the following metes and bounds:

Beginning at a point in the center of dirt road, which point is located S. 13-08 W. 230 feet from center line of County road and running thence with the center line of said dirt S. 1308 W. 200 feet to a point; thence with property of Garrison S. 88-28 W. 200 feet to a point; thence continuing with property of Garrison, N. 13-08 E. 200 feet to a point; in center of dirt road, the beginning corner, containing 0.92 acres, more or less.

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.