

REGULATION NO. 22  
MORTGAGE OF REAL ESTATE

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Greenville, S. C. - Greer, S. C.

BOOK 1262 PAGE 311

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE, S. C. MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY  
JAN 2 2 26 1973

WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Sam S. Petty and Ethel H. Petty

(hereinafter referred to as Mortgagor) is well and truly indebted unto Morris Evans and Freeda E. Evans

(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 Five Hundred and No/100ths-----

----- Dollars (\$1,500.00) due and payable over a two year period in monthly installments of Sixty-Six and 49/100ths (\$66.49) Dollars each, first installment being due February 1, 1973.

with interest thereon from date at the rate of 6 per centum per annum, to be paid: same time as aforementioned principal

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, on the southwestern side of Elaine Avenue, near the City of Greenville, being shown as Lot No. 23 on a plat of property of William M. Edwards, recorded in Plat Book "S" at page 12, and described as follows:

BEGINNING at a stake on the southwestern side of Elaine Avenue at corner of Lot 22 and running thence with the southern side of said avenue S. 31-19 E. 75 feet to a stake at corner of Lot 24; thence with the line of said lot S. 58-41 W. 249 feet to a stake; thence N. 33-31 W. 75.05 feet to a stake at corner of Lot 22; thence with the line of said lot N. 58-41 E. 251.8 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.