

FILED
GREENVILLE, CO. S. C.

BOOK 1293 PAGE 135

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAN 24 10 23 AM '73

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY WHOM THESE PRESENTS MAY CONCERN;
R.H.C.

REGULATION NO. 10
COMPLIED WITH
WHEREAS, Dick

WILLIAM A. CARROLL and BARBARA L. CARROLL,

(hereinafter referred to as Mortgagor) is well and truly indebted unto W.M. WEBSTER, III, Trustee

(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 TWO-THOUSAND SIX-HUNDRED EIGHTY-ONE AND

NINETY/100 ----- Dollars (\$ 2,581.90) due and payable

with interest thereon from February 1, 1973 at the rate of eight (8) per centum per annum, to be paid: At the rate of \$50.00 per month beginning February 1, 1973 and continuing thereafter on the first day of each succeeding month until paid in full with the full right of anticipating.

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, near the city of Greenville, being known and designated as Lot No. 14 of a subdivision known as Oakway, as shown on a plat thereof prepared by Carolina Engineering and Surveying Company, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book JJJ at page 107, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the south side of Fillery Drive, joint front corner of Lots No. 11 and 14, and running thence along the joint line of said lots, N. 80-32 E. 104.5 feet to an iron pin; thence, N. 9-46 W. 248.4 feet to an iron pin, joint front corner of Lots No. 13 and 14 on the north side of Oakway Circle; thence, S. 78-48 W. 147 feet to an iron pin on the western side of the intersection of Oakway Circle and Fillery Drive; thence with the southern side of Fillery Drive, N. 13-56 E. 139 feet to an iron pin; thence N. 16-25 E. 109 feet to the point of beginning.

This conveyance is made subject to the protective covenants, restrictions, easements and reservations as appear of record in Deed book 790, at page 511 in the R.M.C. Office for Greenville, County, South Carolina

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.