

REGULATION NO. 22
COMPLIED WITH

GREENVILLE, S. C.

BOOK 1263 PAGE 451

STATE OF SOUTH CAROLINA JAN 15 11 24 AM '73

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, I, John Esthley,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Julius D. Green

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Six Thousand and No/100-----Dollars (\$6,000.00) due and payable

in semi-annual installments of \$200.00, beginning July 15, 1973, until the entire principal sum is paid in full, interest to be paid in addition to payments on principal,

with interest thereon from date at the rate of 8% 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, in Butler Township, having the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on a settlement road, on line of tract No. 1 of Simmons Realty Company, and running thence S. 52 1/2 E. 13.69 chains to an iron pin near a branch of water; thence S. 10-3/4 W. 5.90 chains to a stone on line of Brown's land; thence with Brown's line S. 66 W. 5.70 chains to a stone; thence N. 25 3/4 W. 13.11 chains to an iron pin on settlement road, Post Oak Witness; thence along said settlement road N. 16 E. 4.60 chains to the beginning corner, containing ten and one-fifth acres more or less.

LESS HOWEVER, that lot of land conveyed by the mortgagor to Sherwin D. Byers and John S. Byers containing .41 acre on the east side of Sulphur Springs Road as described in deed recorded in Deed Volume 728, Page 29, of the R. M. C. Office for Greenville County, South Carolina.

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.