

STATE OF SOUTH CAROLINA FILED
 COUNTY OF GREENVILLE GREENVILLE, CO. S. C. MORTGAGE OF REAL ESTATE

REGISTRATION
 COMPLETED
 FILED

APR 21 11 33 AM 1973
 TO ALL WHOM THESE PRESENTS MAY CONCERN:
 DONALD S. WILSON JR.
 A.M.C.

WHEREAS Joseph P. Tompkins

(Hereinafter referred to as Mortgagor) is well and truly indebted unto E. R. Williams

(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 Twenty-Three Thousand Seven Hundred Twenty-Five and No/100-----Dollars, \$ 23,725.00 ; due and payable \$250.00 per month to be applied first to interest and then to principal, commencing April 16th, 1973 and for a period of 120 months with the final payment of the full balance due to be paid on March 16th, 1983;

with interest thereon from date of the rate of SEVEN per centum per annum, to be paid monthly

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, Chick Springs Township, on the northwestern side of Chasta Avenue, being shown as Lot No. 338 on plat of Cherokee Forest and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Chasta Avenue at the joint front corner of Lots Nos. 338 and 339, and running thence with the line of Lot No. 339, N. 47 W. 224.8 feet to an iron pin; thence S. 43 W. 100 feet to an iron pin at the corner of Lot No. 337; thence with the line of Lot No. 337, S. 47 E. 224.8 feet to an iron pin on Chasta Avenue; thence with the northwestern side of Chasta Avenue, N. 43 E. 100 feet to the point of beginning. See Plat Book EE, Pages 78 and 79.

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.