

MORTGAGE OF REAL ESTATE—Ashmore & Haas, Attorneys at Law, Greenville, S. C.

BOOK 1284 PAGE 51

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE
ALL WHOM THESE PRESENTS MAY CONCERN:

REGULATIONS
COMPLIED WITH
1/20

OCT 10 10 26 AM '73
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, Fayette A. Cannon

(hereinafter referred to as Mortgagor) is well and truly indebted unto **Borg-Warner Acceptance Corporation**

(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 **Ten Thousand and No/100**-----
-----Dollars (\$ **10,000.00**) due and payable
upon the **terms and conditions set forth in said note.**

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

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**, known and designated as **Lot 43 ss shown on a plat of Crestwood, Inc. recorded in the R.M.C. Office for Greenville County in Plat Book S at page 189, and having according to said plat the following metes and bounds to-wit:**

BEGINNING at an iron pin on the Northwest side of North Estate Drive, joint corner of lots Nos 42 and 43, thence with the line of Lot No. 42, N 44-10 W 165.3 feet; thence N 52-30 E 110 feet, thence S 25-15 E 169.7 feet to North Estate Drive; thence with the curve of said Drive, the chord of which is S 53-50 W 55 feet to the point of Beginning.

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 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 Mortgagee covenants that it is lawfully seized of the premises hereinafter described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or convey under 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 defend the said premises unto the Mortgagee, its heirs, successors and assigns, from and against the Mortgagee and all persons who may lawfully claim the same in any point.

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