

FILED
GREENVILLE CO. S. C.

BOOK 1291 PAGE 335

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 21 12 36 PM '73
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, William T. Pitts and Mary B. Pitts

(hereinafter referred to as Mortgagor) is well and truly indebted unto Joseph B. Stevens, Edward R. Hamer and Floyd F. Janzen, Trustees for the Guy B. Foster Trust

(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 Eight Thousand Nine Hundred and Sixteen and 41/100-

-----Dollars (\$8,916.41) due and payable
\$75.00 per month commencing October 1, 1973 and \$75.00 on the first of each
and every month until paid in full

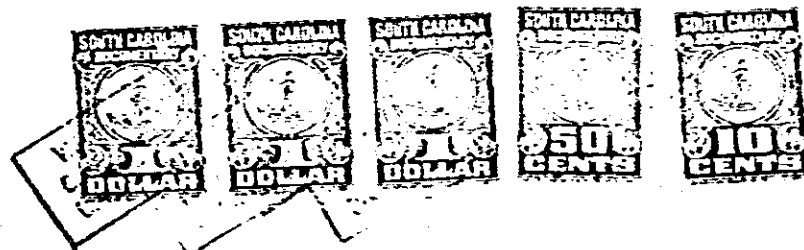
with interest thereon from date hereof at the rate of six (6) per centum per annum, to be paid: monthly;

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, near the City of Greenville, being known and designated as Lot 4, plat of property of O. Y. Brownlee, H. C. Smith and C. S. Fox, located in Monteith Heights, plat of which is recorded in the RMC Office for Greenville County, in Plat Book Q, Page 164, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point 185 feet from the northeastern intersection of Monteith Circle and Old Augusta Road, joint front corner of Lots 3 and 4; and running thence with the joint line of said lots N. 1-28 W. 147.6 feet to a stake; thence S. 88-10 E. 10 feet to a stake; thence N. 28-06 E. 30 feet to a stake, corner of Lot 10; thence N. 83-36 E. 11.2 feet to a stake; corner of Lot 5; thence with the line of said lot S. 9-24 E. 171 feet to a stake on the north side of Monteith Circle; thence S. 84-00 W. 60 feet along the northern edge of Monteith Circle 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 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 hereinabove 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.