

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Asa Duncan Shirley, III,
(hereinafter referred to as Mortgagor) is well and truly indebted unto
Martha Davis Boyter

(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

Six Thousand Two Hundred Fifty and No/100----- Dollars (\$ 6,250.00) due and payable as follows: Monthly payments to begin May 2, 1975, in the amount of \$46.88, which represents interest at 9% only, said payments to continue on the 2nd day of each month thereafter for 36 months; payments to then begin in the amount of \$174.48, which represents principal and interest at the rate of 8½% to continue for a total of 48 months, at which time the loan will be paid in full. The within mortgagor has the full right and privilege to prepay any or all of the indebtedness hereunder at any time without penalty.

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, on the Northern side of U. S. Highway No. 276, Geer Highway, near Travelers Rest, and having, according to plat of the lot of C. B. Goodlett, prepared by Terry T. Dill, dated May 30, 1963, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of U. S. Highway No. 276, Geer Highway, at the joint front corner of a lot now or formerly occupied by the Post Office, and running N. 42-59 E. 196.40 feet to an iron pin; thence N. 47-01 W. 80 feet to an iron pin on the line of property now or formerly owned by Helen F. Griffin; thence N. 42-59 E. 68.3 feet to an iron pin; thence S. 48-49 E. 120.1 feet to the corner of lot now or formerly owned by W. H. Martin; thence along said lot, S. 42-59 W. 269.9 feet to a point on the Northern side of Geer Highway; thence along said highway, N. 47-03 W. 40 feet to the point of beginning.

This mortgage is second and junior in lien to that certain mortgage given to the Bank of Travelers Rest to be recorded.



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.

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