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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE CONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WILLIAM CAPL POOLE

WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto ALVIII E. SMITH

(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

FOUR THOUSAND THREE HUNDHED NINE TYSFOUR & 14/100- - - - - Dollars (\$ 14,394.44- -) due and payable

\$50.00 due on July 9, 1975 and \$50.00 or more monthly until paid in full. Payment will first apply to interest and the balance to principle,

with interest thereon from

at the rate of eight

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, 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 being known and designated as Lot #21 as shown on plat of Forest Hills dated May 1967 recorded in the RMC Office of Greenville County in Plat Book 000 at page 111 and has according to said plat the following metes and bounds, to-wit:

REGINNING at the corner of Lots #18 and 21 on the southern side of Northview Road and running with said road N. 50-47 W. 150 feet to an iron pin; thence S. 47-13 W. 192.5 feet to an iron pin; thence S. 41-15 E. 173 feet to an iron pin in the line of Lot #19; thence with Lots #18 and 19 N. 40-50 E. 219.3 feet to an iron pin the beginning corner. This lot has the same restrictions as other adjoining lots.

Also, ALL that piece, parcel, or lot of land adjoining Lot #21 as shown on plat dated December 5, 1970 and recorded in RMC Office of Greenville County in Plat Book 5 4 at Page 47 having 10.5 acres, more or less, and also having the following metes and bounds, to-wit:

HEGINNING at an iron pin on the northern side of Northwiew Road at the back corner of Lot #17, running thence with said road N. 50-47 W. 148.6 feet to an iron pin at the end of Northview Road; thence S. 39-13 W. 50 feet to an iron pin at the corner of Lot #21; thence with said lot S. 47-13 W. 192.5 feet to an iron pin; thence N. 31-07 W. 180 feet to an iron pin; thence N. 46-07 W. 437.9 feet to an iron pin; thence N. 53-33 E. 812.1 feet to an iron pin on the line of J. C. Jarrard; thence with said line S. 59-58 E. 258.5 feet to and iron pin; thence N. 54-15 E. 179 feet to an iron pin; thence S. 6-25 E. 292 feet to an iron pin; thence S. 37-21 W. 206.2 feet; thence S. 34-31 W. 129.9 feet to an iron pin; thence with Lot #22 S. 59-29 E. 213.5 feet to an iron pin on North Forest Circle; thence with North Forest Circle S. 27-08 W. 50 feet to an iron pin corner of Lot #16; thence N. 59-29 W. 250 feet to an iron pin back corner of Lot #16; thence with the back side of Lots #16 and 17 S. 30-23 W. 284.2 feet to an iron pin the beginning corner.

It is understood that the 50 foot strip of land between Lots #16 and 22 is to be used by both lot owners as a street and also as right-of-way to the 10 1/2 acre tract. Also, the restrictions on the lots of Forest Hills does not apply to the 10 1/2 acre tract. Also, the purchaser of the 10 1/2 acre tract must provide drainage for the water from the end of Northview Road in any manner he may choose.



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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.