

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 20 4 23 PM '76
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, WE, HARRY L. NEWTON, SR., AND MAMIE W. NEWTON

(hereinafter referred to as Mortgagor) is well and truly indebted unto The South Carolina National Bank of Greenville, S.C.

(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 Thirty-Three and 40/100-----Dollars (\$ 8,933.40) due and payable in sixty (60) equal monthly installments of \$148.89 due and payable on October 15, 1976 and a like amount on the 15th day of each month thereafter until paid in full.

with interest thereon from maturity at the rate of 7% 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, being known and designated as Lot #3 Holmes Acres, as per plat thereof in the R.M.C. Office for Greenville County in Plat Book Z, page 1, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Holmes Drive, joint front corner of Lots 2 and 3 and running thence N. 88-15 E. 175.3 feet to an iron pin; thence S. 3-07 E. 80 feet to an iron pin; thence S. 85-04 W. 172.5 feet to an iron pin on the East side of Holmes Drive; thence along the East side of Holmes Drive N. 4-56 W. 90 feet to an iron pin to the point of BEGINNING.

This being the same property conveyed to the Mortgagor Harry L. Newton, Sr. by deed dated May 25, 1953 and recorded in the R.M.C. Office for Greenville County in Deed Book 479 at page 23.

ALSO this being the same property conveyed to the Mortgagor Mamie W. Newton by deed from Harry L. Newton, Sr., of even date and recorded herewith.

5.360

SOUTH CAROLINA NATIONAL BANK
P.O. Box 969
Greenville, South Carolina 29602



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

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