

X

FILED  
GREENVILLE, CO. S. C.

NTC  
1415 911 65

MAY 7 10 43 AM '77

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DEWINE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, WILLIAM A. CARBAUGH & JOYCE F. SHOCKLEY,

(hereinafter referred to as Mortgagor) is well and truly indebted unto GENE G. COX & JOYCE L. COX

(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

\$2,000.00 plus interest on or before June 15, 1978, \$4,000.00 plus interest on or before June 15, 1979, and balance of \$4,000.00 plus interest on or before June 15, 1980,

with interest thereon from \_\_\_\_\_ date at the rate of 8% per centum per annum, to be paid: annually

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 west side of Augusta Street, being shown as Lot No. 10 and a strip lying South of and adjacent thereto as shown on plat of Property of S. O. Skelton made by R. E. Dalton, Engineer, August, 1919, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book E, at page 282, and having according to said plat the following metes and bounds, to wit:

BEGINNING at iron pin on West side of Augusta Street, said pin being 160 feet North from Northwest corner of intersection of Augusta Street and McKay Street, and running thence along West side of August Street N. 17-0 W. 61.5 feet to iron pin; thence S. 83-51 W. 101 feet to iron pin; thence S. 2-23 W. 34 feet to iron pin; thence S. 88-47 E. 46 feet to iron pin; thence S. 3-32 E. 9.2 feet to iron pin; thence N. 87-58 E. 162.4 feet to beginning corner on West side of Augusta Street.

This being the same property conveyed to the Mortgagors herein by deed of William C. Jaynes, Jr., et al, dated December 1, 1975, and recorded in the RMC Office for Greenville County on December 5, 1975, in Deed Book 1028, page 274.

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
TAX  
\$ 0 4 0 0  
P.B. 11218

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.

0.055

4328 RV-2