

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

GREENVILLE CO. S. TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, I, John Bolt Culbertson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Zillman

Frances Few Armstrong, now Frances Few

(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 Fifty-three Thousand, Two Hundred and Fifty & no/100---

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Dollars (\$ 53,250.00) due and payable

in five (5) equal annual installments of Ten Thousand, Six Hundred and Fifty (\$10,650.00) & no/100 Dollars each, plus interest at eight (8) per cent on the unpaid balance, the first annual payment to be due one year after the date of this mortgage

with interest thereon from date at the rate of eight 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:

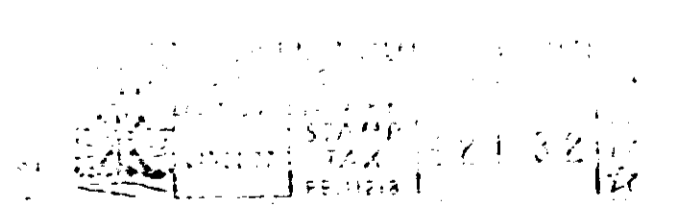
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being at the northwest corner of the intersection of Lavinia Avenue and East North Street, in the City of Greenville, and being known and designated as Lot No. 5 as shown on the plat of the Rowley Place property, said plat being of record in the R. M. C. Office for said County of Greenville, in Plat Book C at page 5, and having, according to a survey made by Dalton & Neves, Engineers, in March 1937, the following notes and bounds, to-wit:

BEGINNING at an iron pin at the northwest corner of the intersection of East North Street and Lavinia Avenue, and running thence with the west side of said Lavinia, N. 21-45 W. 180 feet to an iron pin on the south side of a 10 foot alley; thence with the south side of said alley, S. 76-30 W. 60 feet to an iron pin; thence S. 31-25 E. 180 feet to an iron pin on the north side of East North Street; thence with the north side of East North Street, N. 76-30 W. 60 feet to an iron pin, the point of beginning.

Together with the right in and to the mortgagee herein, her heirs and assigns, forever, to have whatever use of and to the 10 foot driveway at the rear of said lot that the mortgagor herein has.

The said mortgagor has the right of anticipation in his payments under this mortgage, as long as such anticipation does not negate an installment sale for tax purposes on the part of the mortgagee.

This is the identical property conveyed to the mortgagor by deed of the mortgagee dated January 20, 1978 and recorded January 20, 1978 in Vol. 1072, Page 284, RMC Office for Greenville County.



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 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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