

594

STATE OF SOUTH CAROLINA }  
COUNTY OF Greenville }  
County of Anderson

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN

BOOK 1425 PAGE 514

WHEREAS, I, Faye R. Boiter Horton

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

Southern Bank and Trust Company, Piedmont, S. C.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date with these presents, the terms of which are incorporated herein by reference, in the sum of

Five thousand eight hundred and no/100----- Dollars \$ 5,800.00 ) due and payable  
in seventy - two ( 72 ) monthly installments of \$104.56 each, to be applied first to  
interest with balance to principal, the first of these due on April 8, 1978 with a like  
amount due on the 8th day of each calendar month thereafter until entire amount of debt  
is paid in full.

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of 9 \_\_\_\_\_ 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 Mortgagee in hand well and truly paid by the Mortgagor 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 heirs, 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, in Gantt Township, known and designated as Lot Number Eighty-three ( 83 ), Section A, Englewood Estates, as shown by a plat thereof dated October, 1951, recorded in the RMC Office for Greenville County, South Carolina in Plat Book " Y ", at page 140. BEGINNING at an iron pin on Overlook Drive, joint front corners of Lots Number eighty-two ( 82 ) and eighty-three ( 83 ), and running N. 2-30, # Seventy-two ( 72 ) feet to an iron pin in a curve, corner of Overlook Drive and Cambridge Drive; thence with curve thirty - four and six-tenths ( 34.6 ) feet; thence along Cambridge Drive, S.87-30 E. one hundred fifty ( 150 ) feet to an iron pin; thence with the rear line of Lot Number Eighty-three ( 83 ) S. 2-30 W. ninety-seven ( 97 ) feet to an iron pin, joint rear corners of Lots Numbers eighty-three ( 83 ) and eighty-two ( 82 ); thence with the common line of Lots Numbers Eighty-two ( 82 ) and Eighty- three ( 83 ) N. 87-30 W. one hundred seventy-five ( 175 ) feet to an iron pin on Overlook Drive, the point of beginning.

Restrictions : No dwelling shall be erected at a cost of less than \$5,000.00. No dwelling shall be erected nearer than 50 feet to the front line. No temporary house shall be erected.

This is the same lot of land conveyed unto Faye R. Boiter Horton by Walter W. Goldsmith by deed dated May 19, 1959, of record in the Office of RMC for Greenville County, South Carolina in Deed Book 625, page 195.

ALSO, all that piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the Piedmont Manufacturing Company Village in or near the town of Piedmont, Anderson County, South Carolina, and being more particularly described as Lot Number fifty-seven ( 57 ), Section Two ( 2 ), as shown on a plat entitled " Property of Piedmont Manufacturing Company, Anderson County ", made by Dalton & Neves, February, 1950; Sections One ( 1 ) and Two ( 2 ) of said plat are recorded in the Office of the Clerk of Court for Anderson County in Plat Book 23, at pages 176-177, inclusive and pages 174-175, inclusive, respectively. According to said plat the within described lot is also known at Number Fifteen ( 15 ) Archie Street and fronts thereon eighty-nine ( 89 ) feet.

This is the same lot of land conveyed unto the mortgagor herein by William L. Finley, Jr. et al, by deed dated August 1, 1964 which is recorded in the Office of the Clerk of Court for Anderson County, in Book 14-4, Page 219.



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 otherwise dispose of 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 Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

4328 RV-2

0514