

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } JAN 12 12 17 PM '82 MORTGAGE OF REAL ESTATE

JOHN C. MIZELL AND IONE H. MIZELL ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, John C Mizell and Ione H Mizell

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bessie H. Crain

(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
Twenty Seven Thousand, Six Hundred Ninty Dollars (\$ 27,690.00) due and payable

with interest thereon from even date at the rate of 12 per centum per annum, to be paid: according to said note

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 herby 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 the rear portion of Lots 35, 37, and 39 on Plat of Pine Brook Development, made by W. N. Willis, Engineer, on March 27, 1951, recorded in the RMC Office for Greenville County in Plat Book "Z" at Page 148, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Eastern side of Elaine Drive, which drive runs through the major portion of Lot No. 35; thence through the remaining portion of Lot No. 35 and through Lots 37 and 39, N. 73-06 E. 150 feet more or less, to an iron pin in line of Lot 41; thence with line of Lot 41, N. 16-54 W. 75 feet to an iron pin, joint rear corner of Lots 39 and 41; thence S. 73-06 W. 150 feet more or less, to an iron pin on Eastern side of Elaine Drive; thence along Elaine Drive, S. 16-54 E. 75 feet to the point of beginning.

ALSO, that certain lot of land adjoining the above and being the Power Transmission Line Right-of-way as shown on above referred plat and having the following metes and bounds, to-wit; BEGINNING at an iron pin on Eastern side of Elaine Drive and running thence along rear lines of Lots 35, 37, and 39, N. 73-06 E. 150 feet more or less, to an iron pin at joint rear corner of Lots 39 and 41; thence across power line right-of-way, N. 16-54 W. 100 feet to point in line of Lot 89; thence S. 73-06 W. 55 feet more or less, to an iron pin; thence along line of Pinehurst Development, S. 61-20 W. 100 feet, more or less, to point on Elaine Drive; thence with Elaine Drive, S. 16-54 E. 80 feet, more or less, to the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Bessie H. Crain, as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1161, Page 27 on January 12th, 1982.

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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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