

MORTGAGE OF REAL ESTATE

BOOK 1569 PAGE 276

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

S. C.
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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Fred A. Hilley and Hillma P. Hilley

(hereinafter referred to as Mortgagor) is well and truly indebted unto Josie C. McCaslan, Route 3, Box 158, Snow Road, Pelzer, S. C. 29669

(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-five Thousand and No/100----- Dollars (\$ 25,000.00) due and payable

in accordance with the terms of said promissory note;

with interest thereon from date at the rate of twelve (12%) per centum per annum, to be paid: July 7, 1982, and November 5, 1982

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 situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, at the northwestern inter-

section of Waccamaw Avenue and Winyah Street, being known and designated as Lot No. 49 and the southern one-half of Lot No. 50 of Augusta Circle as shown on a plat thereof prepared by Dalton & Neves, Engineers, dated November, 1921, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book F, at pages 22 and 23, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pipe at the northwestern intersectin of Waccamaw Avenue and Winyah Street, and running thence with the northern side of said Winyah Street N. 71-35 W. 166.36 feet to a point at the corner of Lot 63; thence with the rear line of Lot 63 and 62 N. 21-35 E. 75 feet to a point; thence in a new line through the center of Lot No. 50 S. 71-35 E. 166.36 feet to an iron pin on the western side of Waccamaw Avenue in the center of the front line of Lot No. 50; thence along the western side of Waccamaw Avenue S. 21-35 W.75 feet to the point of beginning.

This is the same property conveyed to the Mortgagors by the Mortgagee by deed of even date, recorded herewith.

THIS IS A PURCHASE MONEY MORTGAGE.

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DOCUMENTARY
STAMP
10.00

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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