

MORTGAGE OF REAL ESTATE Office of P. BRADLEY MORRAH, JR., Attorney at Law, Greenville, S. C.

BOOK 1569 PAGE 489

STATE OF SOUTH CAROLINA

S. C.

MORTGAGE OF REAL ESTATE

COUNTY OF Greenville

JUN 17 AM '82

TO ALL WHOM THESE PRESENTS MAY CONCERN:

W. E. CURRY

WHEREAS, We, H. D. Auston and Bessie H. Auston

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. E. Curry

(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 SIX THOUSAND SEVEN HUNDRED and NO/ONE HUNDREDTHS-----

-----Dollars (\$ 6,700.00) due and payable at \$150.00 per month including interest and principal for 3 years beginning first payment to be due on June 10, 1982, and on the tenth day of each succeeding months. Payments applied first to interest, balance to principal.

with interest thereon from date at the rate of 12 per centum per annum, to be paid

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, Greenville Township, in the City of Greenville, on the north side of Nichols Street; BEGINNING at an iron pin 171 1/2 feet from the east side of Anderson Street; running thence with Nichols Street S 79 E, 36 feet to W. R. Sewell's line; thence with his line N 11 E 139 1/2 feet to line formerly owned by Hammond; thence with said line N 78 1/2 W, 36 feet to iron pin; thence with line of Kathleen Arnold S 11 W 139 1/2 feet to the beginning. Also, that other lot of land in the Township, County and State aforesaid, in the north side of Nichols Street, having the following metes and bounds: BEGINNING At a stake on the north side of Nichols Street 207 1/2 feet easterly from the corner of Anderson Street and running thence S 79 E 10 feet along Nichols Street to stake at corner of lot now or formerly of W. R. Sewell; thence N 11 E with Sewell line 139 1/2 feet to stake on line of lot now or formerly owned by Hammond; thence N 78 1/2 feet W 10 feet to stake on back line of lot conveyed to Kathleen Alexander by Annie E. Sherman Jan 16, 1904; thence S 11 W 139 1/2 feet to the beginning corner.

This conveyance is subject to all restrictions, set-back lines, roadways, zoning ordinances, easements and rights-of-way, if any affecting the above described property.

This being the same property conveyed by Deed of H. D. Curry to by Deed of instant date to be recorded in the RMC Office for Greenville County, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
MAY 12 1982
RECORDED

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

4.000 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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