## **MORTGAGE**

STATE OF SOUTH CAROLINA, COUNTY OF Greenville TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Emily Passmore Nesbitt

Greenville, S. C.

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Bank of Greenwood, Greenwood, S. C.

, a corporation

organized and existing under the laws of South Carolina called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of malf Thirty-four Hundred and no/100 Dollars (\$ 3400.00 centum ( 42 %) per annum until paid, said principal and interest being payable at the office of Bank of Greenwood in Greenwood, S. C. or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty-one and 52/100 Nove mber , 19 40, and on the first day of each month thereafter until the ), commencing on the first day of principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 1960.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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 Greenville Mortgagee, its successors and assigns, the following-described real estate situated in the County of

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, on the southwest side of Sylvania Avenue, being known and designated as Lot No. 50 of Leawood, as shown on a plat thereof made by Dalton & Neves, Engineers, June 1938, and recorded in the R. M. C. Office for Greenville County in Plat Book J, pages 18 and 19, and having, according to said plat and a more recent survey entitled "Property of Mrs. Emily Passmore Nesbitt, made by A. Newton Stall, Surveyor, August 23, 1940", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwest side of Sylvania Avenue, joint corner of Lots No. 49 and 50, which iron pin is 152 feet in an easterly direction from the intersection of Sylvania Avenue and Forest Lane, and running thence with the southwest side of Sylvania AvenueS. 56-06 E. 77 feet to an iron pin, joint corner of Lots No. 50 and 51; thence with the joint line of said lots S. 33-54 W. 168.1 feet to an iron pin, joint rear cofner of Lots No. 35, 36, 50 and 51; thence with the rear line of Lot No. 36 N. 55-41 W. 77 feet to an iron pin, joint rear corner of Lots No. 36, 37, 49 and 50; thence with the joint line of lots No. 49 and 50 N. 33-54 E. 167.5 feet to the beginning corner.

Being the same lot of land conveyed to the mortgagor herein by C. M. Gaffney, as Trustee, by deed intended to be recorded simultaneously herewith.

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Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, it successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same