STATE OF **SO** 

2367

## MERTGAGE OF REAL ESTA

All Mhom These Presents May Concern:

Thereas: Johnnie Stutts and Katherine T. Stutts

(hereinafter referred to as Mortgagor) is well and truly indebted unto Farmers Bank of Simpsonville, S.

(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 Fourteen Thousand and No/100-----Dollars (\$ 14,000.00 ) due and payable

at the rate of \$162.56 per month,

with interest thereon from date at the rate of seven

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 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

"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, Austin Township, located on the east side of the Old Greenville-Laurens Road (now South Street) in the Town of Simpsonville, S. C., adjoining other lands now or formerly of Lorena Thackston, et al., and having the following metes and bounds, according to plat of survey made by E. E. Gary, Surveyor, on Hebruary 3, 1947, also reference is made to plat of survey made by W. J. Riddle,

Surveyor, on October 23, 1941:

BEGINNING at a point in the center of South Street (iron pin on east bank) and running thence N. 69 3/4 E. 229 feet to iron pin; thence S. 2 1/4 W. 74 feet to iron pin; thence S. 62 W. 224 feet to genter of South Street (iron pin on bank); thence along center of said road N. 6 W. 100 feet to the beginning corner.

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 appertuning, and an of the rente, issues, and profits which may arise of be had increasing, and including an heating, planting, 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.