

FILED
GREENVILLE CO. S. C.
MORTGAGE OF REAL ESTATE—Mann, Foster, Ashmore & Brissey, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA

APR 21 2 53 PM '70

BOOK 1153 PAGE 349

COUNTY OF GREENVILLE

OLLE FARNSWORTH
R. H. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Marvin O. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto

C. E. Robinson, Jr. as Trustee under B. M. McGee Trust Deed

(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 -----

Two Thousand Five Hundred and No/100-----

Dollars (\$ 2,500.00) due and payable

\$50.70 on the first day of each and every month hereafter beginning June 1, 1970; payments to be applied first to interest, balance to principal; balance due five years from date; privilege is granted to prepay and part or all after one year without penalty,

with interest thereon from _____ date _____ at the rate of Eight 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 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, on the north side of Riverview Drive, being shown and designated as Lots 12 and 13 on a plat of Rivendale by Dalton & Neves, July 1957, recorded in the RMC Office for Greenville County in Plat Book KK, at Page 107, and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the north side of Riverview Drive, joint front corner of Lots 14 and 13, and running thence along the common line of said Lots N. 16-51 W. 250 feet to a point; thence S. 73-09 E. 200 feet to a point, joint rear corner of Lots 11 and 12; thence along the common line of said Lots S. 16-51 W. 250 feet to a point on the north side of Riverview Drive; thence along said Riverview Drive N. 73-09 W. 200 feet to the point of beginning.

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.