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MORTGAGE OF REAL ESTATE Greenville, S. C.

GREENVILLE, CO. S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

APR 26 2 20 PM '77

MORTGAGE OF REAL ESTATE

BOOK 1230 PAGE 539

TO ALL WHOM THESE PRESENTS MAY CONCERN:  
OLLIE FARNSWORTH  
R.M.C.

WHEREAS, James F. Acker, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Peoples National Bank of Greenville, S. C.

(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 Sixteen Thousand, Eight Hundred and no/100

Dollars (\$ 16, 800. 00 ) due and payable

in forty-eight equal monthly installments of three hundred fifty and no/100 (\$350.00) dollars, the first payment being due June 5, 1972, with succeeding payments due on the fifth (5th) day of each month, thereafter, until paid in full.

with interest thereon from maturity at the rate of Eight(8%) per centum per annum, to be paid: annually

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, and being on the south side of Pleasant Ridge Avenue, in the City and County of Greenville, South Carolina, shown as Lot No. 118 on plat of Pleasant Valley, Section 1, prepared by Dalton & Neves, Engineers, dated April, 1946, recorded in the R. M. C. Office for Greenville County, South Carolina, Plat Book P at page 93 and having according to said plat and a subsequent survey made June 25, 1949, the following metes and bounds to-wit:

"BEGINNING at an iron pin on the south side of Pleasant Ridge Avenue at the joint front corner of Lots 117 and 118, said pin being 230 feet east from the southeast corner of the intersection of Pleasant Ridge Avenue and Panama Avenue, and running thence with line of Lot 117 SO-08E 160 feet to an iron pin; thence N89-52E 60 feet to an iron pin; thence with the line of Lot 119 NO-08W 160 feet to an iron pin on the south side of Pleasant Ridge Avenue; thence along the south side of Pleasant Ridge Avenue S89-52W 60 feet to the BEGINNING corner."

This being the identical property conveyed to James F. Acker, Jr. by deed of James F. Acker, Sr., dated May 25, 1970, and recorded June 24, 1970 in Greenville County Deed Book 892 at Page 620. By this conveyance said James F. Acker, Sr. reserved unto himself a life estate in the subject premises. The intent of this mortgage is to pledge as security for a certain note given by James F. Acker, Jr. to the Mortgagee herein and James F. Acker, Sr., for good and valuable consideration, including benefit from the proceeds of said loan, the adequacy and receipt of which consideration is hereby acknowledged by both Mortgagors herein, does therefore join in this Mortgage. The subject Real Estate is therefore pledged as security by this Mortgage for this note, by both James F. Acker, Sr. and James F. Acker, Jr., as to any interest, title or estate they own or claim therein, for this good and valuable consideration, the receipt and sufficiency of which both Mortgagors acknowledge.

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.