

MORTGAGE OF REAL ESTATE-Prepared by **GREENVILLE CO. S.C.** RILEY AND RICE, Attorneys at Law, Greenville, S. C.

1976 1251 419

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED  
MORTGAGE OF REAL ESTATE  
DO NOT BE TAKEN TO ALL WHOM THESE PRESENTS MAY CONCERN:  
R.H.S.

WHEREAS, **B. L. JOHNSON**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **ALBERT P. MARTIN**

(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 FIVE HUNDRED AND NO/100THS-----**  
Dollars (\$ **16,500.00** ) due and payable

**\$6,500.00** on or before **May 1, 1976**; **\$5,000.00** to be paid on or before **October 1, 1976** and a balance of **\$5,000.00** to be paid on or before **October 1, 1977** with no interest

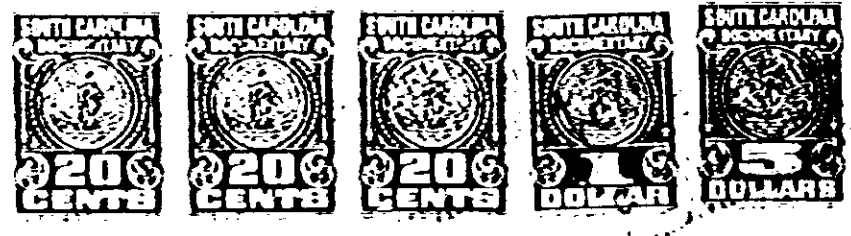
XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXX

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**, being known and designated as **Lots Nos. 11 and 12** and as shown on plat of property of **Albert P. Martin**, prepared by **Alex A. Moss, R. L. S.**, dated **April 13, 1972**, and having according to said plat, the following metes and bounds, to-wit:

**BEGINNING** at an iron pin on the northwestern side of a new road (a 50 foot right of way) and running thence **N. 37-31 W. 196.1 feet** to an iron pin; thence **N. 37-40 W. 4 feet** to an iron pin in the line of property now or formerly of mortgagor; thence with the line of said Johnson property **N. 53-42 E. 294.6 feet** to an iron pin; thence with the line of property now or formerly of Rice Cleveland Company **S. 36-18 E. 200 feet** to an iron pin on new road (50 foot right of way); thence with said new road **S. 53-42 W. 300 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 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 who may ever lawfully claim the same or any part thereof.

5 4 5 6

4328 RV-2 L