

10149, R.M.C. 20

GREENVILLE CO. S.C.
1978 JAN 18
RECORDED

1421 PAGE 200

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

E. Heyward Cathcart and Brooks T. Cathcart
(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, 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 Thirty-Two Thousand and No/100ths-----

DOLLARS (\$ 32,000.00), with interest thereon as provided in said promissory note, said principal and interest to be paid as therein stated, and

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 purpose, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable,

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.

~~And the Mortgagor warrants and binds himself, his heirs, assigns and legal representatives, that he has not heretofore constructed, or caused to be constructed, any building or buildings on the above described premises, and that he has not heretofore leased, or caused to be leased, the above described premises to any person for any term of years or otherwise, and that he has not heretofore conveyed, or caused to be conveyed, any interest in the above described premises to any person, and that he has not heretofore done any act or thing which would in any way prejudice the rights of the Mortgagee in the above described premises.~~

All that certain piece, parcel or lot of land situate, lying and being on the northwestern side of Augusta Court in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as a portion of Lot No. 11 as shown on a plat entitled "Augusta Court", prepared by R. E. Dalton, dated April, 1923, recorded in the R.M.C. Office for Greenville County in Plat Book F at Page 124 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the northwestern side of Augusta Court at the joint front corner of Lots Nos. 10 and 11 and running thence with the line of Lot No. 10 N. 37-57 W. 124.3 feet to an iron pin; thence on a line through Lot No. 11 S. 52-03 W. 116.2 feet to a point on the northwestern side of Augusta Court; thence with the curve of the northwestern side of Augusta Court, the chord of which is: S. 50-42 E. 50 feet to a point, thence S. 73-00 E. 50 feet to a point, thence N. 84-42 E. 50 feet to a point, thence N. 64-00 E. 35.7 feet to the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed from Joe G. Thomason and Margaret A. Thomason dated January 17, 1978 and recorded in the R.M.C. Office for Greenville County in Deed Book 1072 at Page 60 on January 18, 1978.

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MORTGAGE

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