

APR 13 4 18 PM 1952

MORTGAGE OF REAL ESTATE

BOOK 887 PAGE 159

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James H. Irvin,

(hereinafter referred to as Mortgagor) is well and truly indebted unto M.Q. Chiles

(hereinafter referred to as Mortgagee) evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Nineteen Hundred and Fifty Dollars (\$1950.00) due and payable

at the rate of \$26.00 per month until paid in full, payments applied first to interest, and balance to principal.

with interest thereon from date at the rate of 6% 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 and in the city of Greenville on the South side of Cureton Street, Being the Westerly half of lot # 7 as shown on Plat of property of Thomas T. Goldsmith, made by R.E. Dalton, C.E. in February, 1920; recorded in Plat Book F Page 113, and described as follows: Beginning at an iron pin on the southern side of Cureton Street corner of lot # 6 and running thence with line of said lot, S 34- 27 E 204.3 feet to iron pin; then N. 53- 52 E. 35 feet to iron pin in the line of property now or formerly owned by Laura Peace Echols; thence with the line of said property N. 29 W. 201.55 feet more or less to stake on Cureton Street; thence with Cureton Street S. 58- 19 W. - 50 foot to beginning corner.

This mortgage is second mortgage to mortgage given by James H. Irvin to C. Douglas Wilson this Date.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.