

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

GREENVILLE CO. S. C.
APR 18 9 59 AM 1962
O.L.L.I.C. NORTH
R. M. C.

WHEREAS, ARTHUR DANIEL HARRIS and VIRGINIA P. HARRIS

(hereinafter referred to as Mortgagor) is well and truly indebted unto WILLIAM R. TIMMONS, JR.,

(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 Seven Thousand One Hundred Seventy and 15/100 Dollars (\$7,170.15) due and payable in monthly installments in the sum of \$36.00 each, ~~XXXX~~ ~~XXXX~~ with the first installment coming due April 20, 1962, but after that certain indebtedness due on a mortgage given by Horace Q. Locke to Fidelity Federal Savings & Loan Association, Greenville, S. C., dated March 23, 1959, recorded in the R. M. C. Office for Greenville County, S. C., in Mortgage Book 780 at page 135 (which has been assumed by the makers hereof) shall have been paid in full, then in monthly installments and the sum of \$97.00 each, all payments to be applied first to interest with balance to principal, with interest thereon from date at the rate of six (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, in Butler Township, near the City of Greenville, and being known and designated as Lot No. 117 of a subdivision known as McSwain Gardens, Section 2, a plat of which is of record in the R. M. C. Office for Greenville County in Plat Book LL at page 137, and having the following metes and bounds, to-wit:

Beginning at a point on the Southwestern side of Richbourg Road at the joint corner of Lots 116 and 117 and running thence S. 67 - 00 W. 160 feet to a point at the joint rear corner of Lots 116 and 117; thence S. 14 - 55 E. 106.1 feet to a point at the joint rear corner of Lots 117 and 118; thence N. 67 - 00 E. 175 feet to a point on the Southwestern side of Richbourg Road at the joint front corner of Lots 117 and 118; thence with the Southwestern side of Richbourg Road N. 23 - 00 W. 105 feet to the point of beginning.

This mortgage is junior in lien to that certain mortgage executed by Horace Q. Locke to Fidelity Federal Savings & Loan Association of Greenville, S. C., dated March 23, 1959 recorded in the R. M. C. Office for said County and State in Mortgage Book 780 at page 135, the terms of which have been changed by an Extension Agreement, dated April, 1962, and upon which there is a balance due in the sum of \$8,569.80.

Together with all and singular rights, members, herditaments, 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.