

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Samuel M. Pittman

(hereinafter referred to as Mortgagor) is well and truly indebted unto Wayne M. Nixon and Lois L. Nixon

(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, the sum of five hundred dollars Dollars (\$ 500.00) due and payable

on April 19, 1963,

with interest thereon from date at the rate of four per centum per annum, to be paid at maturity

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 known and designated as Lot No. 42, plat of Homestead Acres recorded in the R. M. C. Office for Greenville County in Plat Book RR at page 35, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Havenhurst Drive, joint front corner of Lots 42 and 43 which iron pin is 214.7 feet in a northeasterly direction from the intersection of Homestead Drive and Havenhurst Drive, and running thence along Havenhurst Drive N. 65-00 E. 90 feet to an iron pin, joint corner of Lots 41 and 42; thence S. 25-00 E. 175 feet to an iron pin, joint rear corner of Lots 41 and 42; thence S. 65-00 W. 90 feet to an iron pin, joint rear corner Lots 42 and 43; thence N. 25-00 W. 175 feet to an iron pin, the point of beginning.

This is a purchase money mortgage and junior in lien to that of The Prudential Insurance Company of America recorded in Mortgage Book 855, page 65, R. M. C. Office for Greenville County.

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.

Samuel M. Pittman
Wayne M. Nixon
Lois L. Nixon

W. M. Nixon
Lois L. Nixon