

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S.C.

SEP 19 9 35 AM 1961

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN

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WHEREAS, James W. Henderson

(hereinafter referred to as Mortgagor) is well and truly indebted unto American Oil Co.

(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

Two Thousand Eight Hundred Eighteen Dollars (\$ 2818.08) due and payable

at the rate of 1 1/2 per gallon on all gasoline deliveries with a minimum monthly payment of \$58.71 for a maximum of 48 consecutive months.

with interest thereon from date of the rate of 5% per annum per annum to be paid

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, Austin Township, at Five Forks, being Lot 5 on plat by W. A. Christopher, Surveyor, September 1921, recorded in the R.M.C. Office for said County in Plat Book 4 at page 71. Said tract contains 9.79 acres, more or less and is located about 1 1/2 miles from the City of Greenville. It lies in center of the Greenville-Doerfluff Road at joint corners of tracts 5 and 6, thence along line of property now or formerly of G. L. Smith South 29 East 18.51 to stake at corner of tract 4, thence North 68-20 East 9.88 to corner in center of said road, thence North 49-35 West 6.11 to bend in road, thence North 52 North 10.10 to the bend in road.

The foregoing lot was conveyed to Mortgagor by deed of John B. Rogers April 20, 1955, and recorded in the R. M. C. Office in Plat Book 523 at page 370.

This mortgage is junior in lien to that certain mortgage given by the mortgagor herein to Farmers Federal Savings and Loan Association, dated April 13, 1961, and to be recorded herewith in the R. M. C. Office for Greenville County, South Carolina.

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.

For Satisfaction see R. E. M. Book 972 page 52

CANCELLED AND CANCELLED OF RECORD
15 DAY OF Sept 1961
Ollie Furnessworth
R. M. C. OFFICE FOR GREENVILLE COUNTY, S. C.
AT 1560 MARKET ST. N. W. NO. 8867