

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE CO. S. C.
MORTGAGE OF REAL ESTATE

BOOK 940 PAGE 251

NOV 12 11 29 AM 1969 FROM THESE PRESENTS MAY CONCERN:

OLLIE WORTH

WHEREAS, Robert J. James and Dorothy B. James

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sam S. Petty

(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

Five thousand two hundred and no/100----- Dollars (\$ 5,200.00) due and payable \$37.02 on the 1st day of March, 1969 and a like amount on the first day of each and every month thereafter until paid in full

March 1, 1969

with interest thereon from ~~XXX~~ at the rate of 4 1/2 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, Gantt Township, lying and being on the south side of Potomac Avenue in the City of Greenville, being known and designated as Lot No. 237 as shown on Plat of Pleasant Valley, revised by Dalton & Neves in June 1946, and recorded in Plat Book "P" at page 93, and having, according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin on the south side of Potomac Avenue, at joint front corner of Lots Nos. 237 and 238, said pin being 395 feet southwest of the iron pin on the south side of Potomac Avenue, at the southwest corner of the intersection of Potomac Avenue and Long Hill Street, and running thence with the line of Lot No. 238, S. 0-08 E. 160 feet to iron pin; thence S. 89-52 W. 60 feet to an iron pin, corner of Lot No. 236; thence with line of Lot No. 236, N. 0-08 W. 160 feet to an iron pin on the south side of Potomac Avenue; thence with the south side of Potomac Avenue, N. 89-52 E. 60 feet to the point of beginning.

This is a second mortgage, junior in priority to a mortgage in favor of Fidelity Federal Savings and Loan recorded in Mortgage Book 408, page 496 with a present balance of \$2,319.29.

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.

Senior mortgage is recorded in mortgage book 414, at page 237 rather than in book 408 at page 496 as shown above.

Foster & Johnston Attorneys