

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

FEB 25 4 54 PM 1964

OLIVE FAIRBANKS WORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK

950 PAGE 149

WHEREAS, I, Clyde W. Cheek, of Greenville County

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mauldin Construction 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, Seventy-seven and 25/100 (\$2,077.25) ---

Twenty and no/100 (\$20.00) Dollars on the 1st day of February, 1964 and Twenty and no/100 (\$20.00) Dollars on the first day of each and every calendar month thereafter until paid in full, said payments to be applied first to interest, then to the principal balance remaining due from month to month. Dollars (\$ 2,077.25) due and payable

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, within the corporate limits of the City of Greenville, being known and designated as Lot No. 18 of a subdivision known as Swanson Court as shown on a plat thereof prepared by C. C. Jones, November 1, 1962, and recorded in the R. M. C. Office for Greenville County in Plat Book YY at Page 91, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Swanson Court, joint front corner of Lots Nos. 17 and 18, and running thence along the northern side of Swanson Court, following the curvature thereof, the chord being N. 85-36 W. 55 feet, to an iron pin, thence continuing along the northern side of Swanson Court, N. 86-23 W. 34 feet to an iron pin at the rear corner of Lot No. 19; thence along the rear line of that lot and continuing, N. 14-55 E. 228.2 feet to an iron pin on the bank of Richland Creek; thence continuing along the same course, N. 14-55 E. 25 feet, more or less, to a point in the center of said creek; thence along the center of said creek, a traverse line being S. 56-02 E. 141 feet to a point in the center of said creek, joint rear corner of Lots Nos. 17 and 18, thence along the joint line of said lots S. 31-55 W. 20 feet, more or less, to an iron pin on the bank of said creek; thence continuing along the joint line of said lots, S. 31-55 W. 162.5 feet to the beginning corner.

It is understood and agreed that this mortgage is junior and inferior to the mortgage in the original sum of \$12,500.00 executed by the Mortgagee to First Federal Savings and Loan Association of Greenville and recorded in the R. M. C. Office for Greenville County in Mortgage Book 918 at Page 87.

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.