

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE - Offices of MANN & MANN, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FEB 26 11 01 AM 1964

R. M. C. OFFICE

MORTGAGE OF REAL ESTATE

BOOK 950 PAGE 225

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, John Chatham Diehl,

(hereinafter referred to as Mortgagor) is well and truly indebted unto George Ann Pennebaker, her heirs and assigns forever:

(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 -----

Three Thousand Twenty Two and 50/100----- Dollars (\$ 3,022.50) due and payable

\$38.75 on Saturday of each and every week hereafter, commencing Saturday, February 29, 1964, with the privilege to anticipate payment at any time,

with interest thereon from ~~30th~~ maturity at the rate of SIX per centum per annum, to be paid: on demand

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

All that lot of land with the buildings and improvements thereon, situate on the North side of Kay Drive near the City of Greenville, in Greenville County, State of South Carolina, being shown as Lot No. 92 on plat of Section 2, of Belmont Heights, made by C. C. Jones, Engineer, December, 1954 recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "EE", Page 181, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Kay Drive, at the joint front corner of Lots 91 and 92, and running thence with the line of Lot 91 N. 23-00 E. 160 feet to an iron pin; thence N. 67-00 W. 70 feet to an iron pin; thence with the line of Lot 93 S. 23-00 W. 160 feet to an iron pin on the North side of Kay Drive; thence with the North side of Kay Drive S. 67-00 E. 70 feet to the point of beginning.

The above is the same property conveyed to the mortgagor by deed recorded in Deed Book 578, at Page 25.

This is a second mortgage being junior in lien to a mortgage over the above property to C. Douglas Wilson & Co.

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.

8/23/65
Satisfied and paid in full
George Ann Pennebaker

Given under my hand and seal
this 24th day of August 1965.
Mary Alice Brown
Notary Public for S. C.

SATISFIED AND CANCELLED OF RECORD
17 DAY OF February 1967
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:47 O'CLOCK A. M. NO. 19879