

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY COME

FILED
GREENVILLE CO. S. C.

BOOK
1964

955 PAGE 257

OLLETT, NORTH

WHEREAS, HERBERT J. LOONEY, JR. AND SARA L. LOONEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. RICHARD LOMINICK

(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 NINE THOUSAND TWO HUNDRED EIGHTY-FIVE AND NO/100-----Dollars (\$9,285.00--> due and payable TWENTY (20) YEARS FROM DATE,

MATURITY

with interest thereon from ~~1964~~ at the rate of SIX per centum per annum, to be paid: ANNUALLY

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, ON THE EASTERN SIDE OF THACKSTON STREET IN FOUNTAIN INN, BEING KNOWN AND DESIGNATED AS LOT 2 ON A PLAT OF "PROPERTY OF W. SHELL THACKSTON" PREPARED BY C. O. RIDDLE, SURVEYOR, APRIL 24, 1963, RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, IN PLAT BOOK DDD AT PAGE 93, AND HAVING ACCORDING TO SAID PLAT THE FOLLOWING METES AND BOUNDS:

BEGINNING AT THE JOINT FRONT CORNER OF LOTS 2 AND 3 AND RUNNING THENCE ALONG THE NORTHEASTERN EDGE OF THACKSTON STREET N. 42-20 W. 100 FEET TO THE JOINT FRONT CORNER OF LOT 1 AND 2; THENCE ALONG THE LINE OF LOT 1 N. 47-40 E. 150 FEET TO A POINT; THENCE S. 42-20 E. 100 FEET TO THE JOINT REAR CORNER OF LOTS 2 AND 3; THENCE ALONG THE LINE OF LOT 3 S. 47-40 W. 150 FEET TO THE BEGINNING CORNER, AND BEING THE SAME PROPERTY CONVEYED TO HERBERT J. LOONEY, JR. AND SARA L. LOONEY BY DEED OF C. D. CASE DATED THIS DAY.

THE MORTGAGORS ARE GIVEN THE PRIVILEGE OF ANTICIPATING PAYMENT IN FULL OR IN ANY LESSER AMOUNT AT ANY TIME.

THE LIEN CREATED BY THIS MORTGAGE IS SECOND IN PRIORITY TO THE LIEN CREATED BY A MORTGAGE EXECUTED THIS DAY BY HERBERT J. LOONEY, JR. AND SARA L. LOONEY TO CITIZENS BANK OF FOUNTAIN INN.

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.

Cancelled

Herbert J. Looney, Jr.
Sara L. Looney

Set Book 173 page 1695
10-16-96