

JOHN M. DILLARD, Attorney at Law, Greenville,
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

OCT 26 11 57 AM 1964

OLLIE FARNSWORTH
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 976 PAGE 235

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, JOHN OWENS AND LORRAINE OWENS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto B.C. BIRMINGHAM AND SHIRLEY G. BIRMINGHAM

(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 Hundred and No/100 (\$500.00) - - - - -

----- Dollars (\$ 500.00) due and payable on January 15, 1965,

after maturity

with interest ~~at the rate of six (6%) per centum per annum~~ at the rate of six (6%) 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 lot of land with improvements on the northeastern side of Hale Drive in Greenville County, South Carolina, being shown as Lot No. 10 and the southeastern 20-foot portion of Lot No. 8 adjacent thereto on a Plat of Block B of PINEHURST SUBDIVISION recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book S, Page 77, and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Hale Drive at the joint front corner of Lots No. 10 and 12 in Block B, and running thence N. 62-32 E. 144.2 feet to an iron pin; thence N. 27-37 W. 80 feet to an iron pin in the rear line of Lot No. 8; thence S. 62-23 W. 145.4 feet to an iron pin on the northeastern side of Hale Drive; thence with said side of Hale Drive, S. 28-27 E. 80 feet to the beginning corner.

This Mortgage of Real Estate is junior in lien to that certain Note and Mortgage given by B.C. Birmingham and Shirley G. Birmingham to General Mortgage Company recorded on January 3, 1961, in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 846, Page 179.

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.

This mortgage being in full cancelled this 4th day of August, 1964.
Witness:
U.S. Birmingham
Shirley G. Birmingham
OLLIE FARNSWORTH

SATISFIED AND CANCELLED OF RECORD

DAY OF _____ 1964

R.M.C. FOR GREENVILLE COUNTY, S. C.

AT _____ O'CLOCK P.M. NO. _____