

JOHN M. DILLARD, Attorney at Law, Greenville, S. C.

BOOK 1038 PAGE 489

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

FILED
GREENVILLE CO. S. C.
AUG 19 2 09 PM 1966
OLLIE FARMWORTH
R. M. C.

WHEREAS, WE, CHARLES D. McMAHAN and RUBY O. McMAHAN

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. D. SHEDD

(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 One Hundred Fourteen and 03/100----- Dollars (\$ 3,114.03) due and payable

in monthly installments in the sum of \$34.00 commencing one (1) month from the date hereof, and continuing thereafter monthly until paid in full, all payments to apply first to interest with balance to principal, with interest thereon from date at the rate of six 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 lot of land with improvements lying on the Southeastern side of Cherrylane Drive, in Greenville County, South Carolina, being shown as Lot No. 61 on a Plat of FARMINGTON ACRES, made by Carolina Engineering and Surveying Company, dated December, 1962, and recorded in the RMC Office for Greenville County, S. C., in Plat Book RR, pages 106 and 107, said lot being 90 feet wide and 150 feet deep.

The within mortgage is junior in lien to a mortgage covering the above described property in favor of Carolina Federal Savings & Loan Association, recorded in the RMC Office for said County and State in Mortgage Book 979, page 15.

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.

RECORDED AND CANCELLED OF RECORD

21 DAY OF Dec. 19 67
Ollie Farmworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 2:20 O'CLOCK P. M. NO. 17311

Lien Released By Sale Under
Foreclosure 21 day of Dec.
A.D., 19 67. See Judgment Roll
No. J-11774

E. J. ...
MASTER

attest
Willie M. Smith
Deputy