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BOOK 1065 PAGE 121

MORTGAGE OF REAL ESTATE Greenville, S. C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

OLLIE F. BARNWORTH  
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: We, David L. Herring and Gayle K. Herring

WHEREAS, we, David L. Herring and Gayle K. Herring

(hereinafter referred to as Mortgagor) is well and truly indebted unto QUINN 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 Sixteen Hundred Sixteen & no/100

Dollars (\$ 1616.00 ) due and payable

\$500.00 on February 1, 1967, and \$20.00 on the first day of each and every month thereafter until the entire principal sum is paid in full, said installments to be applied first in payment of interest and balance to principal

with interest thereon from date at the rate of 7 per centum per annum, payable annually when due to bear interest at same rate as principal ~~XXXXXX~~; all interest not paid

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,

All that lot of land in the county of Greenville, state of South Carolina, being known and designated as Lot No. 3, as shown on plat of Barbrey Heights recorded in plat book QQ page 184 of the RMC Office for Greenville County, S. C., said lot having a frontage of 75 feet on the south side of Glenhaven Court, a parallel depth of 197.3 feet and a rear width of 75 feet.

This mortgage is junior in lien to a mortgage given by mortgagors to Cameron-Brown Co. in the amount of \$11,000.

Together with all and singular rights, members, hereditaments, 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, his or its heirs, successors and assigns, forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

SATISFIED AND CANCELLED OF RECORD

2 DAY OF April 1973  
Donnie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 10:03 O'CLOCK A. M. NO. 27806

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 15 PAGE 19