

MORTGAGE OF REAL ESTATE—<sup>DEC 27 10 30 AM 1967</sup> Office of MONTGOMERY & BRISLEY, Attorneys at Law, Greenville, S. C.

BOOK 1080 PAGE 391

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

OLLIE FRANKS WORTH  
R. M. C. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, C. Dan Joyner and P. Dayton Poole,

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. G. Cunningham

(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

Ten Thousand and No/100-----Dollars (\$ 10,000.00 ) due and payable

Due and payable one year from date.

with interest thereon from date at the rate of seven 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 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, City of Greenville, on the western side of South Carolina Highway 291 (also known as 291 By-Pass) and being known and designated as all of Lot No. 5 and 25 feet of Lot No. 6 of the Property of Robert W. Ramsey recorded in the R. M. C. Office for Greenville County in Plat Book "HH", at Page 5 and having, according to a more recent survey entitled "Property of C. Dan Joyner & Co. " recorded in the R. M. C. Office for Greenville County in Plat Book RRR, at Page 29, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of South Carolina Highway 291, said pin being 100 feet south of the southern corner of the intersection of South Carolina Highway 291 and Fisher Drive and running thence S. 80-48 W. 175 feet to an iron pin; thence N. 9-12 W. 100 feet to an iron pin on the southern side of Fisher Drive; thence with the southern side of Fisher Drive N. 80-48 E. 175 feet to an iron pin at the southern corner of the intersection of Fisher Drive and South Carolina Highway 291; thence with the western side of South Carolina Highway 291 S. 9-12 E. 100 feet to an iron pin, the point of beginning.

The above is the same property conveyed to the mortgagors by deed dated June 23, 1967 and recorded in the R. M. C. Office for Greenville County in Deed Book 822, at Page 401.

This is a second mortgage, being junior in lien to that certain mortgage given by the mortgagors to Fidelity Federal Savings & Loan Association in the amount of \$85,000.00 dated June 23, 1967 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 1062, at Page 188.

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, 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.