

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

OCT 10 2 35 PM 1968

BOOK 1105 PAGE 489

STATE OF SOUTH CAROLINA }  
COUNTY OF Greenville }

ELLER NORTH  
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, LINDSEY BUILDERS, INC.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto HARRY B. ILLER, JR., as Executor of the Estate of Henrietta C. Iller, deceased,

(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 Two Thousand Three hundred twenty-five & 80/100

Dollars (\$ 2325.80 ) due and payable six (6) months from date. PROVIDED, however, that payment of the note secured by this mortgage shall be extended until such time as Letters Dismissory are issued by the Probate Court for Greenville County, South Carolina, on the Estate of Henrietta C. Iller, deceased, now being probated in the Probate Court for Greenville County, S.C., as will appear by reference to Apt. 1045, File 22; with interest thereon from date at the rate of seven per centum per annum, to be paid: maturity

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 Southern side of Prentiss Avenue in the City of Greenville, Greenville County, South Carolina, being shown as Lot No. 10, Block L, on a plat of the property of O. P. Mills made by H. Olin Jones, engineer, dated May, 1914, and recorded in the R.M.C. office for Greenville County, S.C. in Plat Book C, Page 176, and having according to said plat the following metes and bounds, to wit:

Beginning at an iron pin on the Southern side of Prentiss Avenue at the corner of Lot No. 11, and running thence S. 44-33 E. 180 feet to an iron pin; thence S. 45-27 W. 63 feet to an iron pin; thence with Line of Lot No. 9 N. 44-33 W. 180 feet to an iron pin on Prentiss Avenue; thence along the Southern side of Prentiss Avenue N. 45-27 E. 63 feet to an iron pin, the beginning corner.

The within mortgage is junior in lien to a first mortgage covering the above described property owned by Carolina Federal Savings and Loan Association, recorded in the R.M.C. office, Greenville County, S.C. in Mortgage Book 897, Page 355, which has a balance due as of September 30, 1968 in the sum of Five Thousand One Hundred seventy-four and 20/100 (\$5,174.20) Dollars.

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.

*Paid in full and satisfied this 18th day of March 1969.*

*Harry B. Iller Jr.*

*as Executor of the Estate of Henrietta C. Iller*

*Witness my hand and seal this 18th day of March 1969.*

SATISFIED AND CANCELLED OF RECORD

11 DAY OF April 1969

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

AT 11:50 O'CLOCK A. M. NO. 2-1307