

State of South Carolina

COUNTY OF GREENVILLE

FILED GREENVILLE CO. S. C.

FEB 27 3 52 PM '69

OLLIE FARNSWORTH

To All Whom These Presents May Concern: We, ~~Robert~~ Allan Havelka, Sr. *Robert

and Dolores J. Havelka, - - - - - hereinafter called the Mortgagor(s). SEND GREETING:

WHEREAS, the said Mortgagor(s) in and by their certain promissory note in writing, of even date with these Presents, are well and truly indebted to James I. Hightower, Jr. - - - - -

- - - - - hereinafter called Mortgagee, in the full and just sum of - - - Four Thousand Seven Hundred & No/100 - - - - - DOLLARS.

to be paid \$42.25 on April 5, 1969, and \$42.25 on the 5th day of each month thereafter until paid in full; each of said payments to be applied first to interest and the balance to the principal, with the privilege of increasing payments on any payment date,

with interest thereon from date at the rate of seven per centum per annum, to be computed and paid monthly, as stated above, until paid in full, all interest not paid when due to bear interest at the same rate as principal, and if any portion of principal or interest be at any time paid due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agrees to pay all costs and expenses including a reasonable amount as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That the said Mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagee at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Mortgagee, James I. Hightower, Jr. and his heirs and assigns forever:

All that certain parcel or lot of land containing three (3) acres, more or less, situated on the east side of the Brushy Creek Road, near Brushy Creek Baptist Church, Greenville County, State of South Carolina, and being shown on a plat of the property of James I. Hightower, Jr., by Dalton & Neves, Engineers, dated June, 1968, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the east side of the Brushy Creek Road, corner on the line of Duke Power Company, and running thence along said Road, S. 27-53 W. 165 feet to an iron pin; thence S. 67-49 E. 542.9 feet to an iron pin; thence N. 16-52 E. 339.7 feet to an iron pin on line of Duke Power Company property; thence along the line of said Company, N. 87-10 W. 524.5 feet to the beginning corner.

This mortgage is given to secure a portion of the purchase price, and the same is a second mortgage and junior lien to that given to Greer Federal Savings and Loan Association.