

MORTGAGE OF REAL ESTATE—Office of the Recorder of Deeds, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 23 4 30 PM 1969
OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS, M. C. CAIN AND LULA CAIN

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. H. SCOTT

(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 and No/100

Dollars (\$ 3,000.00) due and payable

\$25.00 monthly, beginning on the 1st day of June, 1969, and a like amount on the same day of each month thereafter until paid in full; the mortgagors reserve the right to prepay this mortgage in full or in part at any time prior to maturity without penalty.

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 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, near the City of Greenville, and designated and known as Lot No. 4, Juanita Court, as shown by plat recorded in the R. M. C. Office for Greenville County in Plat Book BB, at page 153, and being more particularly described as follows, to-wit:

Beginning at an iron pin on the southeast side of Juanita Court, joint front corner of Lots Nos. 4 and 5 and running thence S. 28-30 E. 120 feet to an iron pin, joint rear corner of Lots Nos. 4 and 5; thence S. 61-30 W. 100 feet to an iron pin, joint rear corner of Lots Nos. 3 and 4; thence N. 28-30 W. 120 feet to an iron pin, southeast side of Juanita Court; thence along the southeast side of Juanita Court, N. 61-30 E. 100 feet to an iron pin, the point of beginning.

This mortgage is junior in lien to that certain mortgage given by Richard M. Montgomery to C. Douglas Wilson & Co. dated May 10, 1955, and recorded May 11, 1955, in the R. M. C. Office for Greenville County, South Carolina in Mortgage Book 637, Page 381, which mortgage was assumed by the above captioned mortgagors on April 19, 1969.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.