

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

Nov 12 4 36 PM '69

BOOK 1141 PAGE 647

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

OLLIE FARNSWORTH MORTGAGE OF REAL ESTATE
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, N. R. NEAL

(hereinafter referred to as Mortgagor) is well and truly indebted unto FRANK ULMER LUMBER CO., a corporation

(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 Twenty-two Thousand Nine Hundred Twenty-One and 16/100 Dollars (\$22,921.16) due and payable

six months from date,

with interest thereon from date at the rate of 8 per centum per annum, to be paid: semi-annually

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 buildings and improvements now or hereafter constructed thereon in Greenville County, South Carolina, being shown and designated as Lot No. 128 on a Plat of KENNEDY PARK, made by Piedmont Engineers and Architects, dated September 28, 1964, and recorded in the RMC Office for Greenville County, S. C., in Plat Book JJJ, page 179, being a part of the same conveyed to the Mortgagor by deed of Henry C. Harding Builders, Inc., recorded in Deed Book 869, page 357, subject to a mortgage given by N. R. Neal to David I. Horowitz in the sum of \$11,000.00 recorded in Mortgage Book 1127, page 627, and to a \$2,000.00 mortgage given by N. R. Neal to David I. Horowitz recorded in Mortgage Book 1134, page 339.

ALSO, ALL that lot of land with buildings and improvements now or hereafter constructed thereon lying on the Western side of Pittman Circle in Greenville County, South Carolina, being shown as Lot No. 17 on a Plat of HUNTLY ACRES, made by R. B. Bruce, Surveyor, dated June 3, 1968, recorded in the RMC Office for Greenville County, S. C., in Plat Book WWW, page 20, being the same conveyed to the Mortgagor by deed of Williams Builders, Inc., recorded in Deed Book 873, page 96, subject to a first mortgage owned by Howard E. Stockwell in the sum of \$13,350.00 recorded in Mortgage Book 1133, page 89.

ALSO, ALL that lot of land with buildings and improvements lying on the Southern side of Richmond Drive in Greenville County, S. C., being shown as Lot No. 13 on a Final Plat of RICHMOND HILLS, Section 3, made by Carolina Engineering & Surveying Co., dated April 20, 1965, and recorded in the RMC Office for Greenville County, S. C., in Plat Book JJJ, page 81, being the same conveyed to the Mortgagor by deed of Williams Builders, Inc., recorded in Deed Book 871, page 31, subject to a first mortgage owned by Howard E. Stockwell in the sum of \$13,350.00 recorded in Mortgage Book 1130, page 162.

The Mortgagor herein reserves the right to have released from the lien of this mortgage each of the above described three parcels upon payment to the Mortgagee upon each of the following sums: \$1035.98 as to Lot 128 Kennedy Park, \$3664.36 as to Lot 17 Pittman Circle, and \$3882.54 as to Lot 13 Richmond Drive.

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.

Deed Book 1141 Page 647