



MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS WE, the said, Claude T. and Sue Herbert, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

FAIRLANE FINANCE CO., INC. OF GREENVILLE, SOUTH CAROLINA

(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 FOUR THOUSAND ONE HUNDRED SEVENTY SIX and No/100-----

-----Dollars (\$4176:00-----) due and payable

at EIGHTY SEVEN DOLLARS (\$87.00) per month beginning on December, 15th 1969 and on the 15th day of each month thereafter until the entire amount is paid in full.

with interest thereon from ~~date~~ ^{after maturity} at the rate of seven (7) per centum per annum, to be paid: after 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 purpose:

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

FOREVER:

ALL that piece, parcel or lot of land on the western side of Piedmont Park Road (formerly Rutherford Road) near the City of Greenville, in the county of Greenville, State of South Carolina, being known and designated as Lot 4 on plat of Property of J.W. Parham made by W. J. Riddle, Surveyor, January, 1950 and recorded in the RMC Office for Greenville County in Plat Book X, Page 183. According to said property is more fully described as follows:

BEGINNING at an iron pin on the western side of Piedmont Park Road at the joint front corner of Lots 3 and 4 and running thence with the line of Lot 3, N71-26 W190.7 feet to an iron pin; thence N21-04 E 80 feet to an iron pin; thence S 74-26 E. 189.1 feet to an iron pin on the western side of Piedmont Park Road; thence S 19-46 W 90 feet to the BEGINNING CORNER..

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.