

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE—Mann, Foster, Ashmore & Brissey, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1154 PAGE 01

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, L. GENE HENSON,

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE PEOPLES NATIONAL BANK,

(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 Twelve Thousand Five Hundred and No/100-----

-----Dollars (\$ 12,500.00) due and payable in monthly installments of One Hundred Ninety-Four and 84/100 (\$194.84) Dollars commencing June 10, 1970 and continuing monthly thereafter for a period of seven years from date, until paid in full; said payments to be applied first to interest and then to principal,

with interest thereon from _____ date _____ at the rate of eight _____ 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, and being on the easterly side of Timber Lane near the City of Greenville, South Carolina, being designated as Lot No. 37 on the plat of Hollyvale as recorded in the RMC Office for Greenville County, S. C. in Plat Book Y, Page 131; and having, according to said plat, the following metes and bounds; to wit:

Beginning at an iron pin on the easterly side of Timber Lane, joint front corner of Lots 36 and 37, and running thence along the common line of said lots, N 57-21 E 253.2 feet to an iron pin; thence N 31-15 W 200.1 feet to an iron pin; thence S 57-21 W 258 feet to an iron pin on the easterly side of Timber Lane; thence along said line S 32-39 E 200 feet to an iron pin, the point of beginning.

The mortgagor does hereby agree for himself, his heirs and assigns, that this mortgage shall be equal in priority to that certain mortgage heretofore executed by the mortgagor to the mortgagee and recorded in the RMC Office for Greenville County in Mortgage Book 1088, Page 543, and neither of said mortgages shall be subordinate or subject to the other.

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.