

FILED
GREENVILLE, S. C.

MORTGAGE OF REAL ESTATE - GREENVILLE, S. C. R. H. C. & O. Crissey, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA } JUN 3 10 10 AM '70 BOOK 1157 PAGE 23

COUNTY OF GREENVILLE } OLLIE FARNSWORTH
R. H. C. TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, **Spann Builders, Inc.**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **Wickes Lumber & Building Supplies Center**

(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 **Five Thousand One Hundred Fifty Three and 59/100**

Dollars (\$5,153.59) due and payable upon sale of house under construction on Lot 10, Duncan Chappel and Perry Road, Property of P. L. Bruce,

with interest thereon from **None** at the rate of **None** per centum per annum, to be paid: **None**

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, at the intersection of Duncan Chappel and Perry Roads, being known and designated as a portion of Lot 10 on plat of Property of P. L. Bruce, dated February, 1956, prepared by Dalton and Neves, recorded in the Office of the RMC for Greenville County in Plat Book EE, at Page 22, and having the following metes and bounds, to-wit:

Beginning at a point on the northeasterly side of Perry Road, joint corner of Lots 9 and 10 and running thence along the common boundary of Lots 9 and 10 N. 39-51 W. 82.8 feet, more or less, to a point along the line of property heretofore conveyed by P. L. Bruce to Loyd L. Brock by deed dated May 23, 1963, and recorded in the Office of the RMC for Greenville County in Deed Book 725, at Page 214, and running thence along the common boundary of the property described herein and the property now or formerly of Brock S. 50-57 W. 160 feet to a point on the northeasterly side of Duncan Chappel Road; thence running along Duncan Chappel Road S. 39-03 E. 77.2 feet to a point; thence along an arc, the chord of which is S. 88-40 E. 32.5 feet to a point on the northwesterly side of Perry Road; thence along the northwesterly side of Perry Road N. 41-42 E. 126.4 feet to the point of beginning.

This mortgage is junior in lien to that certain mortgage in Favor of Fidelity Federal Savings and Loan Association in the principal amount of \$15,500.00 dated October 18, 1969 recorded in the RMC Office for Greenville County in Mortgage Book 1140, at Page 166.

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.

Paid, satisfied and cancelled this 24th day of February, 1971.

Wickes Lumber and Building Supplies Center

By J. Earle Croome

Witness Schaefer B. Kendrick

SATISFIED AND CANCELLED OF RECORD
25 Feb 1971
Ollie Farnsworth
R. H. C. & O. Crissey, Attorneys at Law, Greenville, S. C.
AT 4:16 O'CLOCK P.M. NO. 19858