

GREENVILLE CO. S. C.

BOOK 1159 PAGE 601

JUL 6 3 39 PM '70

HORTON, DRAWDY, DILLARD, MARCHBANKS, CHAPMAN & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, SAM YANCEY and MARY W. YANCEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto RACKLEY-HAWKINS, LTD.

(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 and no/100 ----- Dollars (\$5,100.00) due and payable

one hundred eighty (180) days from date,

with interest thereon from date at the rate of 8 per centum per annum, to be paid: at 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 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 piece, parcel or lot of land on the Northern side of Woodmont Circle and the Western side of the right of way of the new Augusta Road (U. S. Highway No. 25), being a portion of Lots Nos. 1, 2 and 4, Block C, on a Plat of BROOKFOREST dated August 1950, recorded in the RMC Office for said County and State in Plat Book BB, pages 40 and 41, and being shown as Lot No. 2 on a Plat of a Revision of Lots 1, 2 and 13, BROOKFOREST, made by Jones Engineering Services, dated December 1969, recorded in the RMC Office for said County and State in Plat Book 4D, page 43, and having, according to said last mentioned plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northern side of Woodmont Circle at the joint front corners of Lots Nos. 1 and 2 as shown on Plat Book 4D, page 43, and running thence along the common line of said lots, N. 5-53 W., 151.2 feet to an iron pin at the joint rear corners of said lots (said iron pin being the common joint rear corner of Lots Nos. 1 and 2, Block C as shown on Plat Book BB, pages 40 and 41); thence N. 55-42 E., 92.5 feet to an iron pin on the Western edge of the right of way of the new Augusta Road; thence along the Western edge of the right of way of the new Augusta Road, S. 8-54 E., 180 feet to an iron pin on Woodmont Circle; thence along the Northern side of Woodmont Circle, S. 74-37 W., 90 feet to an iron pin, the beginning corner.

The within mortgage is junior in lien to a first mortgage covering the above described property given by Rackley-Hawkins, Ltd. to Fidelity Federal Savings and Loan Association, recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1146, page 204.

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.

*Said in full and satisfied Jan. 6, 1971.
Rackley - Hawkins Ltd.
By Eugene Rackley
witness Joan M. Brayale
Carlos Davis*

SATISFIED AND CANCELLED OF RECORD

12 DAY OF Feb. 1971

Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 9:30 O'CLOCK A.M. NO. 18825