

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AUG 24 4 40 PM '70

OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

BOOK 1164 PAGE 233

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Carl H. Austin and Daisy F. Austin

(hereinafter referred to as Mortgagor) is well and truly indebted unto Humble Oil & Refining Company

of Carl H. Austin

(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 Sixty-Eight Hundred

----- Dollars (\$ 6800.00) due and payable on the first day of each month beginning October 1, 1970, and in an amount equal to \$.005 per gallon of gasoline delivered by the mortgagee to the mortgagor, and not less than \$150.00 until October 1, 1971, and then to be paid \$.0075 per gallon so delivered and not less than \$150.00 per month until October 1, 1972, and then to be paid \$.01 per gallon so delivered, (continued following description) with interest thereon from date at the rate of 8 per centum per annum, to be paid: on January 1 and July 1 of each year.

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, being known and designated as Lot 2 on a Plat of a Subdivision known as Laurel Heights, recorded in Plat Book KK, at page 33, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of lots 1 and 2 and running thence along the line of said lots, S. 31-49 E., 150 feet to an iron pin, thence S. 58-11 W., 75 feet to an iron pin at the joint rear corner of lots 2 and 3; thence N. 31-49 W., 150 feet to an iron pin on the Southeastern side of Henderson Drive; thence along Henderson Drive N. 58-11 E., 75 feet to the point of beginning.

This property is subject to all easements, rights-of-way and restrictions of record.

This is the same property conveyed to the mortgagor by deed dated July 20, 1970 and recorded in the R. M. C. Office for Greenville County in Deed Book 895, at page 16.

This mortgage is junior in rank to a mortgage given to Fountain Inn Federal Savings and Loan Association, which mortgage is recorded in the R. M. C. Office for Greenville County in Mortgage Book 1090, Page 187, and having a present balance of approximately \$5,654.40.

continuation and no less than \$150.00 per month until paid in full, provided that said note and interest shall be fully paid in any event no later than March 1, 1974, interest payments to be due in addition to the monthly principal payments.

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.