

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE—Office of FILE & FILE, Attorneys at Law, Greenville, S. C.

BOOK 1168 PAGE 379

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OLLIE FARNSWORTH  
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CHARLES L. CARSWELL and JOAN F. CARSWELL

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

(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 Fifteen Hundred and no/100

Dollars (\$ 1500. 00 ) due and payable

\$25. 00 per month until paid in full.

~~with interest thereon from date of the sale of XXXXXXXX per centum per annum to be paid~~

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 shown as lot no. 39, Section 2 on a plat of Richmond Hills, plat of which is recorded in the RMC Office for Greenville County in Plat Book JJJ, at Page 81, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeasterly side of Galax Drive at the joint front corner of lots 38 and 39 and running thence with said Drive, N. 35-23 W., 45 feet to an iron pin; thence around the curve at the intersection of Galax Drive and Lynchburg Drive (the chord of which is N. 2-47 W.) 42.3 feet to an iron pin on the southeasterly side of Lynchburg Drive; thence with said Drive, N. 29-15 E. 140.3 feet to an iron pin; thence S. 35-23 E., 140.5 feet to an iron pin; thence S. 54-37 W., 150 feet to the point of beginning.

This is a second mortgage junior in lien only to that certain mortgage held by Carolina Federal Savings and Loan Association.

Together with all and singular rights, members, herditaments, 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.