

GREENVILLE, CO. S. C.

DEC 16 4 25 PM '70

BOOK 1175 PAGE 577

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, J. DAVID TEMPLE, SR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto LINDSEY BUILDERS, INC.

(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 One Thousand and No/100-----

----- Dollars (\$1,000.00) due and payable

in monthly installments of \$30.00 each commencing January 1, 1971 and on the first day of each month thereafter until paid in full, all payments to apply first to interest with the balance to principal

with interest thereon from date at the rate of 8% 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 those pieces, parcels or lots of land together with buildings and improvements, situate, lying and being on the Northern side of Potomac Avenue in the City of Greenville, in Greenville County, South Carolina, being shown and designated as Lot No. 193 and a portion of Lot No. 194 on a Plat of PLEASANT VALLEY made by Dalton & Neves Engineers, dated April, 1946 and recorded in the RMC Office for Greenville County, S. C., in Plat Book EE, Page 5, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northern side of Potomac Avenue at the joint front corners of Lots 192 and 193 and running thence with the Northern side of said Street, S. 89-52 W., 90 feet to an iron pin; thence N. 0-08 W., 160 feet to an iron pin in the line of Lot No. 103; thence N. 89-52 E., 90 feet to an iron pin at the joint rear corners of Lots Nos. 192 and 193; thence with the line of said lots, S. 0-08 E., 160 feet to an iron pin, the beginning corner.

The within mortgage is junior in lien to a first mortgage covering the above described property owned by C. Douglas Wilson & Co., recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1082, Page 281.

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.