

MORTGAGE OF REAL ESTATE - NEED POSTER, Ashmore & Brissey, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

GREENVILLE CO. S. C.  
DEC 30 2 06 PM '70  
OLLIE FARNSWORTH  
R. M. C.

BOOK 1176 PAGE 605

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Carl D. Maxwell and Sarah L. Maxwell

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles A. Lee and Alice P. Lee

(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 -----

Two Thousand and No/100----- Dollars (\$ 2,000.00 ) due and payable

\$50.00 per month, commencing on or before the 15th day of January, 1971, and due and payable on the 15th day of each and every month thereafter until paid in full,

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, near the City of Greenville, being known and designated as Lot No. 81, Block C, Mountain View Land Co., plat of which is recorded in the RMC Office for Greenville County, S. C. in Plat Book A at Pages 396 and 397, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the westerly side of Bailey Street, joint front corner of Lots 81 and 82 and running thence N. 89-30 W. 148 feet to an iron pin on a 10-foot alley; thence along said alley S. 11-30 E. 50 feet to an iron pin, joint rear corner of Lots 80 and 81; thence S. 89-30 E. 148 feet to an iron pin on Bailey Street, joint front corner Lots 80 and 81; thence along Bailey Street N. 11-30 W. 50 feet to an iron pin, the point of beginning.

This is a second mortgage.

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.