

GREENVILLE, S. C.

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BOOK 1177 PAGE 619

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,

HENRY L. HEATH, JR. & GLADYS B. HEATH

(hereinafter referred to as Mortgagor) is well and truly indebted unto **FIRST PIEDMONT BANK AND TRUST COMPANY AS AGENT FOR ST. PETER'S EPISCOPAL CHURCH**

(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 Six Thousand Five Hundred & No/100 Dollars, due and payable in quarterly installments of \$120.00 each commencing on April 1, 1971, and on the first day of each quarter thereafter until paid in full, all of which quarterly payments shall apply to principal balance due hereunder with no interest; provided, however, that interest shall be due & payable on this mortgage on demand; provided, further, that the owner and holder of this mortgage shall have the right to accelerate and demand payment of the entire principal balance due hereunder including any interest which may have accrued up to the date of demand at any time after 30 days with interest thereon from date at the rate of 8 per centum per annum, to be paid quarterly after demand notice to makers hereof.

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, together with buildings and improvements situate, lying and being on the Northern side of Merrifield Drive in Greenville County, South Carolina, being shown and designated as Lot No. 15 on a Plat of MERRIFIELD PARK, made by C. O. Riddle, RLS, dated October, 1967, and recorded in the RMC Office for Greenville County, S. C., in Plat Book 000, page 177, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same conveyed to the Mortgagors herein by deed of M. G. Proffitt, Inc. of record in said RMC Office.

The within mortgage is junior in lien to a first mortgage covering the above described property given by M. G. Proffitt, Inc. to First Federal Savings & Loan Association dated June 21, 1969, and recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1115, page 271.

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.