

GREENVILLE CO. S. C.

BOOK 1180 PAGE 89

STATE OF SOUTH CAROLINA

FEB 4 11:22 AM '71

COUNTY OF GREENVILLE

OLLIE FARNSWORTH

MORTGAGE OF REAL ESTATE

R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Gary Lee Ricker and Edward Leo Ricker, doing business as Ricker Construction Company (hereinafter referred to as Mortgagor) is well and truly indebted unto Oak, 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 Three Thousand, Four Hundred and No/100----- Dollars (\$3,400.00) due and payable

\$3,000.00 will be accepted as payment in full if paid on or before April 4, 1971; otherwise, \$3400.00 shall be due and owing in full on or before October 1, 1971, with no interest;

with interest thereon from date at the rate of ----- 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, being known and designated as Lot 57 as shown on plat of Edwards Forest Heights being recorded in the R. M. C. Office for Greenville County in Plat Book 000 at page 87 and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the western side of Rosewood Drive and running thence with the western side of Rosewood Drive, S. 1-29 E. 144.5 feet to an iron pin; thence continuing with Rosewood Drive as it intersects with Old Mill Road, following the curvature thereof, the chord of which is S. 51-47 W. 35.9 feet to an iron pin on the northern side of Old Mill Road; thence with the northern side of Old Mill Road, N. 74-58 W. 150 feet to an iron pin, joint front corner of Lots 57 and 64; thence with the joint line of said lots, N. 17-52 E. 131 feet to an iron pin at corner of Lot 58; thence with the line of Lot 58, S. 88-41 E. 130 feet to the beginning corner;

It is understood and agreed that this mortgage is junior in lien to a mortgage this day given by mortgagors to First Federal Savings and Loan Association of Greenville in the sum of \$27,000.00.

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.