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

BOOK 1181 PAGE 261

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Dalmus Richmond

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jack E. Shaw 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 -----
Two Thousand Three Hundred Ninety and 24/100----- Dollars (\$ 2,390.24) due and payable in monthly installments of \$25.00, each, commencing on or before the 12 day of February, 1971, and payable on the 12th day of each and every month thereafter until paid in full, all payments to be applied first to interest balance to principal,

with interest thereon from _____ date _____ at the rate of Eight _____ 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 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, in Cleveland Township, more fully described as follows:

Beginning at point on County road, the northwest corner of the tract herein conveyed, and running thence with the County road S. 19 W. 216 feet to point at intersection of County road with Geer Highway (U. S. Highway 276); running thence with the highway S. 28 E. 103 feet, more or less; thence leaving the highway and running along line of lands of John Laws as follows: N. 62 E. 60 feet, more or less; S. 28 E. 50 feet, more or less, to point on County road (Hart Cut Road); thence with said road N. 5 E. 191 feet, more or less; thence continuing with said road due North 77 feet; running thence N. 58 W. 67 feet; thence S. 80 W. 29 feet to the beginning corner; being a portion of the property conveyed to John Laws by P. D. Jarrard by deed dated February 14, 1946, recorded in Volume _____, at Page _____ in the office of the RMC for Greenville County, South Carolina.

This mortgage is junior in lien to that certain mortgage in favor of Home Building and Loan Association of Easley, South Carolina, recorded in the RMC Office for Greenville County in Mortgage Book _____, at Page _____, and having a present principal balance due thereon of \$6593.99.

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.