

MORTGAGE OF REAL ESTATE—Mann, Foster, & (Attorneys at Law, Justice Building, Greenville, S. C.)

BOOK 1181 PAGE 439

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED  
GREENVILLE CO. S. C.  
FEB 23 2 56 PM '71

MORTGAGE OF REAL ESTATE  
OLLIE FARNSWORTH  
R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Witland, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto James R. Mann

(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 Three Hundred and No/100----- Dollars (\$ 3,300.00 ) due and payable

\$101.90 on the 20th day of each month, commencing March 20, 1971; payments to be applied first to interest balance to principal, balance due three (3) years after date, with privilege to anticipate payment of part or all at any time,

with interest thereon from date at the rate of Seven 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 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 Chick Aprings Township, being known and designated as the major portion of Lots Nos. 41 and 42 of Property of Vance Edwards as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book P, Pages 128 and 129, and being described together as follows:

Beginning at an iron pin on the northwestern side of Ridge Street at the joint front corner of Lots Nos. 40 and 41 and running thence N. 47-08 W. 270 feet to an iron pin; thence N. 42-52 E. 200 feet to an iron pin in the joint line of Lots Nos. 42 and 43; thence along the line of Lot No. 43 S. 47-08 E. 270 feet to an iron pin on the northwestern side of Ridge Street at the joint front corner of Lots Nos. 42 and 43; thence along Ridge Street S. 42-52 W. 200 feet to the beginning corner.

The above-described property is part of the same conveyed to the mortgagor herein by The Witt Music Co., Inc.

This mortgage is junior to a mortgage to Carolina Federal Savings and Loan Association of Greenville in the original amount of \$10,000.00, and recorded in the RMC Office for Greenville County in Mortgage Book 979, at Page 211.

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.