

HORTON, DRAWDY, DILLARD, MARCHAND & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

MAR 4 10 24 AM '77

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:
OLLIE FARNSWORTH
R. M. C.

WHEREAS, MICHAEL W. PANNELL

(hereinafter referred to as Mortgagor) is well and truly indebted unto DAVIDSON, 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 and No/100-----

-----Dollars (\$ 3,000.00) due and payable on September 3, 1971 or upon earlier sale of the premises described in this mortgage,-----

with interest thereon from date at the rate of seven (7) per centum per annum, to be paid: at maturity.

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:

TRACT 1: ALL that piece, parcel or lot of land situate, lying and being on the Southern side of Oakwood Avenue in Greenville County, South Carolina being shown and designated as Lot No. 41 on a plat of Oakwood Acres made by J. Mac Richardson, RLS, dated September, 1959, recorded in the R.M.C. office for Greenville County, S. C. in Plat Book MM, page 135, reference to which is hereby craved, being the same property conveyed to the mortgagor herein by deed of K. H. and Edith B. Tinsley, recorded in the R.M.C. office for Greenville County, S. C. in Deed Book 908, page 334.

TRACT 2: ALL that piece, parcel or lot of land together with the buildings and improvements situate, lying and being on the Northern side of Tara Avenue in Greenville County, South Carolina, being shown and designated as Lot No. 35 on a plat of Cunningham Acres, recorded in the R.M.C. office for Greenville County, S. C. in Plat Book BBB, page 118, reference to which is hereby craved for the metes and bounds thereof, being the same property conveyed to the mortgagor herein by deed of E. F. and Rose M. Cunningham recorded in the R.M.C. office for Greenville County, S. C. in Deed Book 879, page 644.

The within mortgage is junior in lien to a first mortgage covering Tract No. 1 owned by First Federal Savings & Loan Association in the original sum of \$14,800.00, recorded in Mortgage Book 899, page 93. Tract 2 above described is subject to the lien of a first mortgage covering said property owned by First Federal Savings & Loan Association in the original sum of \$26,000.00 recorded in Mortgage Book 1142, page 539. Both of the above described tracts are subject to a second mortgage covering the same owned by Wickes Lumber and Building Supply of Greenville in the original sum of \$19,513.60 recorded in the R.M.C. office for said County and State in Mortgage Book 1180, page 453.

Together with all and singular rights, members, herditaments, 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.