

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.

BOOK 1186 PAGE 23

APR 7 3 03 PM '71

MORTGAGE OF REAL ESTATE

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

WHEREAS, William J. Mucci

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Paul B. Costner, Jr.

(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 Two Hundred Forty and no/100 Dollars (\$2,240.00) due and payable

on sale of house located at lot 177 Heathwood Drive. If said house is not sold by mortgagor within 1 year after date then $\frac{1}{2}$ of principal and accrued interest shall be payable 1 year after date and the remaining balance shall be payable 2 years after date

with interest thereon from date at the rate of 7 per centum per annum, to be paid: as aforesaid

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, situate, lying and being on the southern side of Heathwood Drive and being known and designated as lot no. 177 of Colonial Hills Subdivision, Section 4, plat of which is recorded in the R.M.C. Office for Greenville County in plat book WWW at page 3 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Heathwood Drive, joint front corner of Lot No.s 176 and 177 and running thence S. 11-40 E. 150 feet to an iron pin; thence with the rear line of Lot No. 177, N. 78-20 E. 100 feet to an iron pin; thence with the common line of Lot Nos. 177 and 178 N. 11-40 W. 150 feet to an iron pin on the southern side of Heathwood Drive; thence with said Drive S. 78-20 W. 100 feet to an iron pin, the point of beginning.

This mortgage is second in lien to that mortgage recorded in the RMC Office for Greenville County in Mortgage Book 1101 at page 373, dated August 23, 1968 to Cameron-Brown Company in the amount of \$17,475.00 assigned to Chelsea Savings Bank September 23, 1968 and recorded in Book 1104, page 316.

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.

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 1 PAGE 456

SATISFIED AND CANCELLED OF RECORD

27 DAY OF July 1971
Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:18 O'CLOCK A M. NO. 2701