

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

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE

FILED
 GREENVILLE, S. C.
 MAY 26 1 44 PM '71
 OLLIE FARNSWORTH
 R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ELMER DEAN MULLINAX

(hereinafter referred to as Mortgagor) is well and truly indebted unto RACKLEY-HAWKINS, LTD.

(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 SIX THOUSAND NINE HUNDRED and no/100- - - - - Dollars (\$6,900.00) due and payable

ninety (90) days from date,

maturity with interest thereon from date at the rate of 7½% per centum per annum, to be paid: quarterly

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 piece, parcel or lot of land, situate, lying and being on the Northern side of Camden Drive in Greenville County, South Carolina, being shown and designated as Lot No. 248 on a plat of ROCKVALE, Section 2, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book QQ, Page 109, reference to which is hereby craved for the metes and bounds thereof.

The within mortgage is junior in lien to a note and mortgage covering the above described property owned by Carolina Federal Savings and Loan Association recorded in the RMC Office for said county and state in Mortgage Book 1010, Page 47; in the original sum of \$9,750.00.

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.

FOR SATISFACTION TO THIS MORTGAGE SEE
 SATISFACTION BOOK 2 PAGE 354

SATISFIED AND CANCELLED OF RECORD
 7 DAY OF Sept 19 71
 Ollie Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 10:07 O'CLOCK A. M. NO. 7126