

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

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
JUL 8 4 39 PM '71

MORTGAGE OF REAL ESTATE

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

WHEREAS, I, Clyde J. Jones

(hereinafter referred to as Mortgagor) is well and truly indebted unto Walter W. Goldsmith, as Trustee

(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 Eighty-one and 70/100----- Dollars (\$3,081.70) due and payable on the interest only, annually, on July 7th. of each year commencing with the year July 7, 1972, with principal due and payable in full on the first day of November, 1982, or whenever a \$28,000 note given by Walter W. Goldsmith, as Trustee, to the Prudential Insurance Company of America secured by a mortgage recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1070, at page 578 has been paid in full; with interest thereon from date at the rate of seven per centum per annum, to be paid annually

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, together with buildings and improvements, containing two (2) acres, more or less, situate, lying and being on the northwestern side of Miller Road and the eastern side of Old Mill Road in Austin Township, Greenville County, South Carolina, being a portion of Tract B on plat of property of Blake P. Garrett and David H. Garrett recorded in the RMC Office for Greenville County, S. C., in Plat Book MMM, Page 151 and having, according to a plat of a survey for Clyde J. Jones made by Carolina Surveying Company dated June 26, 1971, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Miller Road at the common front corner of Tract B and Windsor Park Subdivision and running thence along said side of Miller Road S. 65-20 W. 128.7 feet to an iron pin; thence continuing along said side of Miller Road S. 55-11 W. 140 feet to an iron pin at the intersection of said road with Old Mill Road; thence along the eastern side of Old Mill Road, N. 65-32 W. 155 feet to an iron pin; thence N. 21-50 E. 452.6 feet to an iron pin; thence along the line of Windsor Park Subdivision S. 30-15 E. 460 feet to an iron pin, the beginning corner.

The within mortgage is junior in lien to a first mortgage covering the above-described property given by Walter W. Goldsmith, as Trustee, to the Prudential Insurance Company of America, recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1070 at page 578, which has a present balance due in the sum of \$23,418.30.

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.