

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE, CO. S. C.

MORTGAGE OF REAL ESTATE

JUL 19 10 37 AM '37

ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH
R. M. C.

WHEREAS, J & L Builders, Inc., a South Carolina corporation with its principal place of business in Easley, South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto Rackley-Haykins, 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 Twelve Hundred and No/100----- Dollars (\$ 1200.00) due and payable

According to an agreement between the parties.

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

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, being known and designated as Lot No. 109 of a subdivision known as Hillsborough, Section Two, according to a plat thereof prepared by Jones Engineering Service and recorded in the R. M. C. Office for Greenville County in Plat Book 4 F, at Page 51, and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the southern side of Libby Lane at the joint front corner of Lots Nos. 108 and 109, and running thence with the joint line of said lots, S. 7-33 W. 168.2 feet to an iron pin at the joint rear corner of Lots 108 and 109; thence with the rear line of Lot No. 109, S. 81-14 E. 118.2 feet to an iron pin at the joint rear corner of Lots Nos. 109 and 110; and running thence with the joint line of said lots, N. 4-41 E. 171.3 feet to an iron pin on the southern side of Libby Lane, joint front corner of Lots Nos. 109 and 110; thence with the southern side of Libby Lane, N. 83-53 W. 18.3 feet to an iron pin; thence continuing with the southern side of Libby Lane, N. 82-27 W. 91.7 feet to the point of beginning; being the same conveyed to the mortgagor by the mortgagee by deed of even date, to be recorded herewith."

This mortgage is junior and inferior to the lien of that certain mortgage in the sum of \$ 21,500.00 executed on this date by the mortgagor herein to First Federal Savings and Loan Association of Greenville, to be recorded herewith.

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.