

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
NOV 30 5 01 PM '73
DONNIE S. TANNERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, JAMES W. KERR

(hereinafter referred to as Mortgagor) is well and truly indebted unto ELLISON HINES THREATT, 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

NINE THOUSAND ----- Dollars (\$ 9,000.00) due and payable \$86.01 on January 1, 1974 and a like amount on the first day of each and every month thereafter until the entire principal sum is paid in full; said installments to be applied first to payment of interest and balance to principal with interest thereon from date at the rate of eight per centum per annum, to be paid: monthly

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, the Mortgagee's heirs, 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, on the southeast side of East North Street, in the city of Greenville, being shown as Lot # 16 on plat of the property of Overbrook Land Company, made by H. Olin Jones, September 17, 1913, recorded in plat book E at page 251, and described as follows:

Beginning at a stake on the southeast side of East North Street 86.3 feet southwest of Chestnut Street, at corner of Lot # 17, and running thence with the line of said lots S. 41-29 E. 184.8 feet to a stake; thence S. 39-42 W. 91 feet to a stake at corner of Lot # 15; thence with the line of said lot N. 44-21 W. 192.8 feet to a stake on East North Street; thence with the southeast side of said street N. 41-28 E. 50 feet to a stake; thence N. 48-03 E. 50 feet to the beginning corner.

This mortgage is junior in lien to that certain mortgage held by Fidelity Federal Savings and Loan Association recorded in vol. 1209 page 4 of the RMC Office for Greenville County, S. C.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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 is 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.

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