

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE.

AUG 3 11 06 AM '71

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH  
R. M. C.

WHEREAS, we, J. Douglas Bennett and Mary Ann Bennett, of Greenville County, are

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

(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 Four Thousand, Six Hundred Sixty and 62/100-----

----- Dollars (\$ 4,660.62 ) due and payable  
 as follows: Ten and 62/100 - (\$10.62) Dollars on the 2nd day of August, 1971, and the balance of Four Thousand, Six Hundred Fifty and No/100 (\$4,650.00) Dollars, as follows: \$ 70.19 on the 12<sup>th</sup> day of August, 1971 and \$ 70.19 on the 12<sup>th</sup> day of each and every succeeding calendar month thereafter with payments applied first to interest and then to the remaining balance due from month to month. If not sooner paid, the final payment to be due on the 12<sup>th</sup> day of July, 1978,  
 with interest thereon from date at the rate of 7% 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, 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, on the Eastern side of Melody Drive, being shown as lot number 76 on a plat of an extension of Sharon Park made by C. C. Jones, Civil Engineer, dated December, 1962, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book CCC, page 71, reference to which is hereby craved. This property faces on the eastern side of Melody Drive a distance of 85 feet and runs back for a depth of 165 feet with a rear width of 71 feet; being the same conveyed to us by the mortgagee by deed of even date, to be recorded herewith. "

This is a second mortgage and is junior in lien to that mortgage to Federal National Mortgage Association, which mortgage is recorded in the R. M. C. Office for Greenville County in Mortgage Book 1045, at Page 279.

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.