

GREENVILLE CO. S. C.

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BOOK 1204 PAGE 105

HORTON, DRAWDY, DILLARD, MARCHBANKS, CHAPMAN & BROWN, P.A., 367 PETTIGRU STREET, GREENVILLE, S. C. 29603.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CAREY L. MOODY & DOROTHY L. MOODY

(hereinafter referred to as Mortgagor) is well and truly indebted unto **FIRST PIEDMONT BANK AND TRUST COMPANY**

(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 **Eleven Thousand Seven Hundred and No/100-----**

Dollars (\$ 11,700.00) due and payable

in monthly installments in the sum of \$195.00 each, which includes both principal and add-on interest, commencing on September 26, 1971, and on the 26th day of each month thereafter for a total of 60 months,

maturity

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 together with buildings and improvements, situate, lying and being at the Southeastern corner of the intersection of Carolina Avenue with Don Drive in the City of Greenville, Greenville County, South Carolina, being shown and designated as Lot No. 72 on a Plat of Sec. A, of GOWER ESTATES, made by Dalton & Neves, Engineers, dated January, 1960, and recorded in the RMC Office for Greenville County, S. C., in Plat Book QQ, pages 146 and 147, reference to which is hereby craved for the metes and bounds thereof, being the same property conveyed to the Mortgagors herein by deed of William L. Costner recorded in Deed Book 678; page 459.

The within mortgage is junior in lien to a first mortgage covering the above described property given by William L. Costner to Fidelity Federal Savings & Loan Association of Greenville, S. C., dated July 20, 1961, in the original sum of \$11,000.00, recorded in Mortgage Book 864, page 165, as supplemented by an agreement for re-advance and extension recorded in the RMC Office for said County and State in Mortgage Book 1010, page 307.

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.