

GREENVILLE CO. S. C.

BOOK 1231 PAGE 401

STATE OF SOUTH CAROLINA

MAY 1 3 26 PM '72

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Charles C. Gwinn, am

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

James M. Hanna

(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 Twenty-Four Hundred Seventy-Two and 83/100-----
-----Dollars (\$ 2,472.83) due and payable

Due and payable on September 1, 1972, or on such date as the mortgagor shall convey to a third party his property located at 1311 East Lee Road, whichever date is earlier,

June 1, 1972

with interest thereon from ~~date~~ at the rate of Seven (7%) per centum per annum, to be paid: at maturity-

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, near the City of Greenville, being known and designated as Lot 125 on plat of Orchard Acres, Section 2, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book QQ at page 6 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern edge of Ridge Spring Street, corner of Lots 125 and 55 and running thence along the rear line of Lots 55 and 56, N. 8-27 W. 175.5 feet to an iron pin, rear corner of Lot 143; thence along the rear line of that lot, N. 85-38 E. 102.4 feet to an iron pin at the rear corner of Lot 126; thence with the line of Lot 126, S. 4-24 E. 175 feet to an iron pin on the northern edge of Ridge Spring Street; thence with the northern edge of Ridge Spring Street, S. 85-38 W. 90 feet to the beginning corner; being the same conveyed to me by the mortgagee herein by deed of even date to be recorded herewith.

It is understood and agreed that this mortgage is junior in lien to that certain mortgage given to C. Douglas Wilson & Co. in the original sum of \$18,200.00, recorded in Mortgage Book 1065 at Page 53.

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.