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GREENVILLE CO. S. C.

BOOK 1233 PAGE 27

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MAY 11 1 58 PM '72 MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH WHOM THESE PRESENTS MAY CONCERN:  
R. H. C.

WHEREAS, EDWARD SAUCIER

(hereinafter referred to as Mortgagor) is well and truly indebted unto HORACE D. GILLIAM

(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 THOUSAND AND No/100

----- Dollars (\$ 24,000.00 ) due and payable  
in weekly installments of Forty Three and No/100 (\$43.00) Dollars per week  
beginning September 7, 1970 with

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

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, and in Greenville Township, near the corporate limits of the City of Greenville, in Tax District No. 235, and being known and designated as Lot No. 106 of a subdivision of the Village of Mills Mill as shown on a plat thereof made by Piedmont Engineering Service of Greenville, S. C., in June of 1954, and recorded in the RMC Office for Greenville County in Plat Book GG at pages 60 and 61 and having such metes and bounds, courses and distances as shown thereon, reference thereunto being had. The house on this lot is known as No. 259 Reeves Street.

This is the same property conveyed to the mortgagor by deed recorded in the RMC Office for Greenville County in Deed Book 813 at page 553 by Sara Tucker and dated February 11, 1967.

It is understood and agreed that this mortgage is second and junior in lien to that certain mortgage executed by the mortgagor to Sara Tucker in February 1967, which mortgage is of record in the RMC Office for Greenville County.

It is understood and agreed by and between the parties hereto, that this mortgage is executed to the mortgagee as additional security under a certain contract of sale between the parties hereto of even date herewith and that when the mortgagor has made payments toward the principal indebtedness in the total amount of \$6,930.00, the mortgagor shall thereupon be entitled to have the within mortgage satisfied and cancelled of record.

It is further agreed that a default or breach of the terms of the aforesaid Contract of Sale shall be considered a breach of this mortgage and mortgagee shall be entitled to immediate foreclosure hereunder.

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.