

MORTGAGE OF REAL ESTATE—Offices of ~~Piedmont~~ Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA GREENVILLE CO. S. C. PURCHASE MONEY

COUNTY OF GREENVILLE MAY 16 3 43 PM '72 MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DAVID L. WEEKES

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. C. HARPER AND HUGH B. CROXTON

(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 Eight Thousand

Dollars (\$8,000.00) due and payable

according to the provisions set out in said note,

with interest thereon from date at the rate of eight per centum per annum, to be paid semiannually.

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, located on the southerly side of Wellesley Way and being shown and designated as Lot 57 on a plat of Huntington by Piedmont Engineers and Architects, recorded in the R.M.C. Office for Greenville County in Plat Book WWW, Page 25, and having according to said plat the following metes and bounds, to wit:

Beginning at a point on the southerly side of Wellesley Way at the joint front corners of Lots 57 and 58, and running thence S. 23-01 E. 280.0 feet to a point in the line of Lot 53; thence S. 75-22 W. 270.6 feet along the lines of Lots 53 and 55; thence N. 13-27 W. 265.0 feet to a point on the southerly side of Wellesley Way, which point is the joint front corner of Lots 56 and 57; thence along the southerly side of Wellesley Way N. 75-37 E. 103.7 feet to a point; thence continuing along the southerly side of Wellesley Way N. 69-27 E. 121.3 feet to the point of beginning.

It is understood that the purchaser intends to construct a house upon the within-described property and in connection therewith to obtain first mortgage financing from a lending institution. The mortgagees herein agree to subordinate the within purchase money mortgage to the first mortgage which the mortgagor will give to a lending institution and to execute such documents as may be required to subordinate the within mortgage upon the following conditions: At the time the mortgagor receives the roof draw (approximately when the roof is erected on the house) from the lending institution, the mortgagees are to receive a \$4,000.00 payment on their subordinated note and mortgage. The remaining \$4,000.00 is to be paid when the mortgagor receives his final draw from the lending institution for the first mortgage placed on the within-described property. These two payments on the subordinated mortgage held by the mortgagees herein are to be made by the first mortgage lending institution at the same time said institution makes the above referred-to disbursement payments to the mortgagor.

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 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.

For Subordination Agreement on P & M Plat 1237 page 590