

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1237 PAGE 57
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Don E. Forrest,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Loren G. Avra,

(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

Three Thousand and no/100

Dollars (\$3,000.00) due and payable

In equal successive monthly instalments of Fifty-Six and 62/100 (\$56.62) Dollars each, including interest, first instalment due and payable on the 15th day of July, 1972, and a like payment on the 15th day of each succeeding month thereafter until both principal and interest are paid in full, with privilege of paying the unpaid balance or any part thereof at any time or times before maturity, with interest thereon from date at the rate of five 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 southern side of Williams Drive, near the City of Greenville, and being known as Lot No. 53 on a plat of Orderest Park recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book S at page 109, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Williams Drive, corner of Lot No. 52, and running thence with the Southern side of said lot, S. 81-44 W. 80 feet to an iron pin at the corner of a 20 foot alley; thence with the intersection of said alley, S. 30-53 W. 12.6 feet to an iron pin on said alley; thence continuing with the eastern side of said alley, S. 19-58 E. 122.9 feet to an iron pin; thence continuing with said alley S. 59 E. 15.5 feet to an iron pin; thence continuing with said alley, N. 81-44 E. 51.1 feet to an iron pin at the corner of Lot No. 52; thence with the line of said lot, N. 8-16 W. 140 feet to the beginning corner, and being the same property conveyed to me by deed from Johnny W. Jenkins, Jr., dated September 28th, 1959, and recorded in the R. M. C. Office aforesaid in Deed Book 635 at page 198.

The lien of this mortgage is secondary to the lien of that certain mortgage given by Johnny W. Jenkins, Jr., to The Western and Southern Life Insurance Company, and which is of record in the R. M. C. Office aforesaid.

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.