

STATE OF SOUTH CAROLINA) FILED
COUNTY OF GREENVILLE) GREENVILLE CO. S. C. BOOK 1245 PAGE 323
AUG 17 10 54 AM '72 MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
ELIZABETH RIDDLE
R.M.C.

WHEREAS, I, Vivian Jenkins, am

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

Jimmie T. Chumley

(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

Fifty-One and 45/100 (\$51.45) Dollars on the 16th day of September, 1972, and Fifty-One and 45/100 (\$51.45) Dollars on the 16th day of each and every succeeding month thereafter until paid in full, said payments to be applied first to interest and then to the principal sum remaining due from month to month, with the privilege to anticipate payment of the whole or any part thereof without penalty with interest thereon from date at the rate of seven 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 north side of Mayo Drive, and being known and designated as Lot 96 of Paramount Park and shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book "W", at Page 57, and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the north side of Mayo Drive at the joint front corner of Lots Nos. 96 and 97, and running thence along the north side of said drive, S. 65-00 W. 70 feet to an iron pin; thence along the joint line of Lot Nos. 95 and 96, N. 26-00 W. 187.8 feet to an iron pin; thence N. 57-34 E. 70.3 feet to an iron pin; thence along the joint line of Lots Nos. 96 and 97, S. 26-00 E. 195.7 feet to the point of beginning; being the same conveyed to me by the mortgagee by deed of even date, to be recorded herewith."

This is a second mortgage and is junior in lien to that mortgage executed to Federal National Mortgage Association, which mortgage is recorded in the R. M. C. Office for Greenville County in Mortgage Book 1067, at Page 365.

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.