

MORTGAGE OF REAL ESTATE—Office of the Recorder of Deeds, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

SEP 1 4 36 PM '72
ELIZABETH RIDDLE
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, H. C. Helgerson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Carlton Construction Co.

(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 Thirty Thousand and No/100ths -----
----- Dollars (\$ 30,000.00) due and payable

five years from date

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

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, in Glassy Mountain Township, being known and designated as Lots 1164, 1165, 1166, 1167 and 1168 of Plat 6 of the Lake Lanier Property, of the Tryon Development Company as shown on plat recorded in the RMC Office for Greenville County, S. C. in Plat Book "G", page 45, and being more particularly described according to survey and plat by W. N. Willis, Engineer, July 1, 1949, as follows:

Beginning at an iron pin on the north side of West Lake Shore Drive, joint front corner of Lots 1163 and 1164; thence with said Drive, S. 68-10 W. 46.8 feet to a monument; thence continuing with said Drive, S. 64 W. 216 feet to an iron pin, joint front corner of Lots 1168 and 1169; thence with line of said lots, N. 24-47 W. 142 feet to an iron pin on the south side of Highland Lane; thence continuing the same course 17 feet to stake in the center of said lots in said Lane; thence with the center line of Highland Lane, N. 57-30 E. 59.5 feet to a monument; thence continuing with the center of said Lane, N. 51-50 E. 53.6 feet to a stake; thence continuing with said Lane, N. 70-50 E. 50 feet to a stake; thence continuing with said Lane, N. 89-30 E. 55.5 feet to an iron pin; thence continuing with said lane, N. 69-00 E. 74 feet to an iron pin, joint corner of Lots 1164 and 1163 in the center of Highland Lane; thence with the line of said Lots, S. 14-00 E. 130 feet to the beginning.

It is agreed between the parties hereto that the within mortgage shall be junior in lien to that certain mortgage executed by the mortgagor herein to Tryon Federal Savings and Loan Association, said mortgage being dated July 28, 1970 and recorded in the RMC Office for Greenville County in Mortgage Book 1161 at Page 621.

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.