

MORTGAGE OF REAL ESTATE

Nov 29 28 AM '72

William B. Long, Jr.
110 Manly St., Greenville, S.C.

ELIZABETH RIDGLE

R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1255 PAGE 595

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, James F. Acker, Jr.

(hereinafter referred to as Mortgagor) it well and truly indebted unto Paul H. Moore and Euphemia S. Moore, their heirs and assigns forever

(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, to the sum of Four Thousand Nine Hundred Eighty-Seven and 95/100-----

----- Dollars (\$ 4,987.95) due and payable

thirty days from date or upon occupancy by borrower of premises at 8508 Augusta Road conveyed this date by lender to borrower, whichever comes first. If lender does not surrender said premises to borrower by thirty (30) days from date as per Sales Contract, this note does not become due until said premises are thus surrendered, with interest thereon from maturity at the rate of eight (8%) 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, being shown and designated as Lot 10, as shown on a plat entitled "Section 2, Pecan Terrace", as recorded in Greenville County Plat Book EE at Page 108, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Augusta Road at the joint front corner of Lot 10 with Lot 11, and running thence with the joint line of said lots N. 75-48 W. 140 feet to an iron pin in the joint line with Lot 22; thence with the joint line of said Lot 22 N. 14-12 E. 22 feet to an iron pin at the joint corner with Lot 8; thence with the joint line of said Lot 8 N. 26-28 E. 69.6 feet to an iron pin at the joint rear corner of Lot 10 with Lot 9; thence with the joint line of Lot 9 S. 75-48 E. 125 feet to an iron pin on the northwestern side of Augusta Road; thence with the northwestern side of Augusta Road S. 14-12 W. 90 feet to the point of beginning."

THIS IS A SECOND MORTGAGE, Junior in lien to that mortgage given by James F. Acker, Jr. to Fidelity Federal Savings & Loan Association, of even date herewith.

Together with all and singular rights, incidents, 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, firm and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 12 PAGE 205

SATISFIED AND CANCELLED OF RECORD
29th DAY OF Nov 1972
Elizabeth Ridgle
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 2:43 O'CLOCK A. M. NO. 16387