

REGULATION NO. 22  
COMPLIANCE  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE, S.C.  
JAN 29 1 42 PM '73  
DONNIE S. TANKERSLEY  
R.M.C.

BOOK 1235 PAGE 198

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Joseph H. Murphree

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

David M. Staggs

(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

Two Thousand and Seven Hundred and Thirty One-----00/100 Dollars (\$2,731.00 ) due and payable  
Commencing on January 1st, 1973 with payments in the amount of \$50.00 per month on the first day of each month thereafter until paid in full, said payment to be applied firstly to interest on the unpaid balance at the rate of 6 1/2% and the balance towards reduction of principal.

with interest thereon from date at the rate of 6 1/2 per centum per annum, to be paid: as above.

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 as lot No. 49 Block "E" on a Plat of subdivision of Paris Heights made by Piedmont Engineering Service, dated November 1950 and recorded in the R.M.C. Office for Greenville County South Carolina in Plat Book "Y", page 65, reference to which is hereby craved. The property faces Pisgah Dr. for a distance of 70 feet, is 174.4 feet deep on the eastern side, 152.3 feet deep on the western side, and is 74.2 feet wide across, the rear.

The mortgage is subsequent to a first mortgage in favor of Cameron Brown Co. recorded June 18, 1965 in the RMC Office for Greenville County S.C. in Mortgage Book 998, page 275,

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.