

REGULATION NO. 22  
COMPLIED WITH

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.

JAN 29 9 43 AM '73

BOOK 1285 PAGE 195

MORTGAGE OF REAL ESTATE  
DONNIE S. TANKERSLEY, ALL WHOM THESE PRESENTS MAY CONCERN,  
R.M.C.

WHEREAS, MOSES C. DILLARD, JR., Grantor,

(hereinafter referred to as Mortgagor) is well and truly indebted unto CHARLES ATCHISON and M.D. ATCHISON

(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 SIX-HUNDRED and NO/100

Dollars (\$ 600.00 ) due and payable

On or before February 28, 1973

with interest thereon from Feb. 28, 1973 at the rate of eight (8) per centum per annum, to be paid: on or before February 28, 1973

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, City of Greenville, on the southeast side of Alleta Avenue, being a portion of Lots 34, 36 and 38 as shown on plat entitled "Hillside Terrace" prepared by R. E. Dalton, Engr. in July, 1923, which plat is recorded in Plat Book F at page 154, RMC Office for Greenville County, South Carolina, and being shown more fully on the plat entitled "Property of Charlie M. Flowe", prepared by R.B. Bruce, R.L.S., August 24, 1965, which plat is recorded in Plat Book KKK at page 113 in said RMC Office, reference to said plats being expressly craved for a more detailed description. Being the same property conveyed to the Grantor herein by deed recorded in Deed Book 890 at page 443 in the RMC Office for Greenville County.

This is a junior mortgage, junior in lien to that mortgage assumed by the Grantor herein at the time he purchased said property in the amount of \$15,394.66.

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 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.