

MORTGAGE OF REAL ESTATE—Office of Eddie R. Morbin, Attorney at Law, Greenville, S.C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE CO. S. C.
AUG 27 2 33 PM '73
DONNIE S. TANKERSLEY
R.H.C.
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CLOIS MESSICK, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOSEPH W. SOVA

(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 Four Hundred Fifty Six and 84/100-

-----Dollars (\$2,456.84) due and payable
For terms of payment, See Note.

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

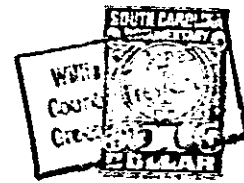
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 the Town of Travelers Rest, being shown and designated on a Plat of the Property of J.W. Sova and Sheila H. Sova made by Carolina Engineering & Surveying Co., dated July 25, 1970, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4E, page 197, and having, according to said plat, the following metes and bounds:

BEGINNING at a point in the center line of the Tubbs Mountain Road at the corner of property now or formerly owned by E.M. Hanna, said iron pin being located 525 feet Northwesterly from the point in the center line of Tubbs Mountain Road with Williams Road, and running thence with the center of Tubbs Mountain Road, N 43 W 100 feet to an iron pin; thence N 63-58 E 227 feet to an iron pin; thence S 43 E 100 feet to an iron pin; thence S 63-58 W 227 feet to an iron pin, the beginning corner.

This mortgage is given to and is junior in rank to that mortgage in favor of Molton, Allen, and Williams, Inc., given by the mortgagor herein, dated August 24, 1973.



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.

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