

FILED
GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 18 11 02 AM '73
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, J. Douglas Bennett and Mary Ann Bennett, are

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

Ray Miller

(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 Eleven Hundred and No/100

Dollars (\$1, 100. 00) due and payable

Twenty-Two and 31/100 (\$22. 31) Dollars on October 12, 1973, and Twenty-Two and 31/100 (\$22. 31) Dollars on the 12th day of each and every succeeding month thereafter until paid in full, with payments applied first to interest and then to the remaining principal due from month to month; payments will run for a total of 5 years and the last payment with interest thereon from date at the rate of eight per centum per annum, to be paid: monthly *if not sooner paid, to be paid on the 12th day of September, 1978.

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, conveyed, 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, on the eastern side of Melody Drive, being known and designated as Lot 76 on plat of Extension of Sharon Park made by C. C. Jones, C. E., dated December 1962, recorded in the R. M. C. Office for Greenville County in Plat Book CCC at Page 71. This property faces on the eastern side of Melody Drive a distance of 85 feet and runs back for a depth of 165 feet, and a rear width of 71 feet.

It is understood and agreed that this is a third mortgage, junior in lien to that certain mortgage executed to Federal National Mortgage Association and recorded in the R. M. C. Office for Greenville County in Mortgage Book 1045 at Page 279 and also junior in lien to a mortgage executed in favor of Ray Miller in the original sum of \$4, 660. 62, recorded in the R. M. C. Office in Mortgage Book at Page



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 heating 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 hereinafore 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 whatsoever lawfully claiming the same or any part thereof.

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