

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, THOMAS M. HARTER and MARCIA B. HARTER

(hereinafter referred to as Mortgagor) is well and truly indebted unto THOMAS G. CROSS

(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

FIVE THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 5,500.00) due and payable
sixty (60) days from date

with interest thereon from date at the rate of eight (8%) per centum per annum, to be paid at maturity.

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 City of Greenville, on the southeastern side of Ridgecrest Drive in a subdivision named VISTA HILLS, being shown and designated as Lot No. 4 of said subdivision, plat of which is recorded in the R.M.C. Office for Greenville County, S. C., in Plats Book P, at Page 149, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Ridgecrest Drive at a point 75 feet southwest of the southerly corner of the intersection of Ridgecrest Drive and Wellington Avenue, the joint front corner of Lots Nos. 4 and 5, and running thence S. 38-19 E. 197 feet to an iron pin; running thence S. 58-00 W. 70 feet to an iron pin; thence along the joint line of Lots Nos. 3 and 4, N. 41-24 W. 177 feet to an iron pin on the southeastern side of Ridgecrest Drive; thence along the southeastern side of said Drive, N. 43-11 E. 80 feet to the point of beginning.

THIS IS A SECOND MORTGAGE.

5320



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.

9517

4328 RV-2