

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAR 12 3 30 PM '76 MORTGAGE OF REAL ESTATE

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DONN E. STANLEY, BY WHOM THESE PRESENTS MAY CONCERN:
R.H.C.

Hed
H. WAYNE BENNETT, JR.

WHEREAS, ~~WAYNE BENNETT~~ AND GAIL G. BENNETT

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. C. COX, JR.

(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 00/100----- Dollars, \$ 2,000.00 ; due and payable

over a ten-year period with payments of
\$25.34 each, beginning March 1, 1976 and due
on the first day of each month thereafter until
paid in full

with interest thereon from date at the rate of NINE per centum per annum, to be paid monthly

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, Oaklawn Township, containing 1.77 acres, more or less, according to plat thereof, prepared by W. M. Nash, dated November 13, 1944, and having the following metes and bounds:

BEGINNING at an iron pin on the eastern side of a public road, at the joint corner of lands now or formerly of A. V. Alexander, and running thence with the line of A. V. Alexander, S. 84-3/4 E., 194.7 feet to an ash on a branch; and thence up said branch as the line, N. 2-W., 255.44 feet to a stake; thence continuing with said branch, N. 7-3/4 E., 224.4 feet to an iron pin; thence S. 86 W., 110.22 feet to a stake on public road; thence with public road as the line, S. 24 W., 165 feet to a bend; thence continuing with said road, S. 6-1/2W., 304.92 feet to the beginning corner.

It is understood and agreed that this mortgage is second and junior in lien to that mortgage held by Saluda Valley Federal Savings and Loan Association recorded of even date herewith, in the amount of \$12,000.00.



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.

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