

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
MAY 7 11 41 AM '76  
KIMMIE S. TANKERSLEY R.M.C.  
MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, John D. Patterson and Mary A. Patterson

hereinafter referred to as Mortgagor) is well and truly indebted unto

Jay N. Swarr and Ralynna S. Swarr

(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 Thousand and No/100----- Dollars (\$ 11,000.00 ) due and payable  
on or before August 10, 1976

with interest thereon from date at the rate of 8-1/2 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 Mortgagee in hand well and truly paid by the Mortgagor 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, being known and designated as Lots Nos. 287 and 288 of property of Robert J. Edwards, which plat is recorded in the RMC Office for Greenville County in Plat Book EE, Page 61, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Western corner of the intersection of Cherokee Drive and Barbara Avenue and running thence along said Barbara Avenue, N. 43 E. 200 feet to an iron pin at the joint front corner of Lots 286 and 287; thence along the line of Lot 286, S. 47 E. 200 feet to an iron pin in the line of Lot 338; thence S. 43 W. 194.3 feet to an iron pin on the Northeasterly side of Cherokee Drive; thence along Cherokee Drive, N. 48-37 W. 200.1 feet to the point of beginning.

This mortgage is second and junior in lien to that certain mortgage this date given by the within named mortgagors to Fidelity Federal Savings and Loan Association in the sum of \$25,000.00.



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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