

MORTGAGE OF REAL ESTATE-Prepared by **WILKINS & WILKINS**, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED  
GREENVILLE, S.C.  
SEP 1 12 30 PM '77

MORTGAGE OF REAL ESTATE

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DONNIE S. TAMMERSLEY  
R.M.C. ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Joseph H. Murphree

(hereinafter referred to as Mortgagor) is well and truly indebted unto William W. Wilkins, 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

Ten thousand and 00/100----- Dollars (\$ 10,000.00 due and payable

Three (3) years from date

with interest thereon from date at the rate of Nine (9) per centum per annum, to be paid:

in six equal semi-annual payments, the first payment to be made on February 30, 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, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, the Mortgagee's heirs, 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 southeastern side of Pisgah Drive, being shown as Lot No. 49, Block "E" on a plat of Subdivision of Paris Heights, made by Piedmont Engineering Service, dated November, 1950, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book "Y", page 65, reference to which is hereby made for a more complete description.

This mortgage is junior in lien to that certain mortgage held by Cameron-Brown Company dated June 18, 1965, recorded in the RMC Office for Greenville County, S. C. in mortgage volume 998 at page 275, in the original amount of \$9,400.00.

This is the same property conveyed to Joseph H. Murphree by Sam T. Skaggs and E. Cathryn Staggs (also known as E. Cathryn L. Staggs), by deed recorded October 23, 1972 in the PMC Office for Greenville County in deed volume 966 at page 62.

WILKINS & WILKINS  
ATTORNEYS AT LAW  
GREENVILLE, S. C.

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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