

MORTGAGE OF REAL ESTATE - BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

NOV 17 2 44 PM '78  
RECORDED

MORTGAGE OF REAL ESTATE BOOK 1450 PAGE 596

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Thomas A. Garrett

(hereinafter referred to as Mortgagor) is well and truly indebted unto Marilyn H. Folio

(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 Eight Thousand and No/100-----

----- Dollars (\$ 8,000.00 ) due and payable

as provided for in the promissory note executed of even date herewith,

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, on the western side of McDonald Street and being known and designated as part of Lot No. 101 of NORTH HILLS according to a plat thereof recorded in the RMC Office for Greenville County in Plat Book H at Page 138, and having, according to said plat, the following metes and bounds, to-wit:

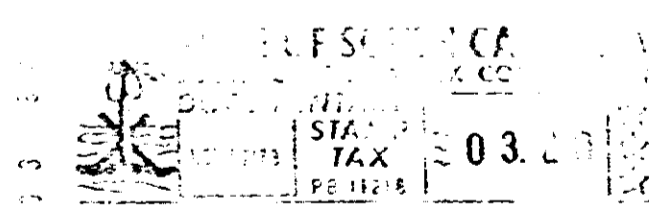
BEGINNING at a point on the western side of McDonald Street, 71.6 feet from the north-western corner of McDonald Street and Tremont Avenue and running thence along McDonald Street, N.23-32 W. 65 feet to an iron pin; thence N.66-28 W. 140 feet; thence N.23-32 E. 65 feet; thence S.66-28 E. 140 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagor herein by deed from Marilyn H. Folio recorded in the RMC Office for Greenville County on November 17, 1978.

THIS is a second mortgage subject to that certain first mortgage to Fidelity Federal Savings and Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 1392 at Page 56 and having a present balance of \$13,463.72.

THE mailing address of the Mortgagee herein is: 28 Gallivan Street  
Greenville, S. C. 29609

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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 such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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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