

BROWN, BYRD, BLAKELY & MASSEY, P.A., 700 East North Street, Greenville, SC
MORTGAGE OF REAL ESTATE - Mortgagee's address: P. O. Box 2323
Greenville, SC 29602

FILED GREENVILLE CO. S.C. MORTGAGE OF REAL ESTATE BOOK 1490 PAGE 46

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

Nov 30 4 54 PM '79
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. FANKERSLEY
R.M.C.

WHEREAS, JAMES O. FARNSWORTH-----

(hereinafter referred to as Mortgagor) is well and truly indebted unto WAKE H. MYERS, 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 Seven Thousand Seven Hundred Eighty-Five and 57/100-----
Dollars (\$ 7,785.57-) due and payable in equal monthly installments of \$500.00, principal and interest, the first such payment to be due and payable on January 1, 1980, and each and every month thereafter until paid in full,

with interest thereon from date at the rate of 10% per centum per annum, to be paid as provided above.

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

ALL that certain piece, parcel or tract of land, located, lying and being in the City and County of Greenville, State of South Carolina, being shown and designated on plat entitled "Property of James O. Farnsworth", dated November 27, 1978, prepared by Freeland & Associates, recorded in the Greenville County RMC Office in Plat Book 7S at Page 62, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the Northern side of the right-of-way of East North Street, at the joint front corner of the within tract and property now or formerly of Reynolds, and running thence, along the joint line of said tracts N. 27-02 W., 299.41 feet to an old iron pin; thence running N. 82-26 E., 27.37 feet to an old iron pin in the line of property now or formerly of Hampton Investors Corp; thence, running along the joint line of said tracts S. 40-24 E., 188.0 feet to an old iron pin; thence running S. 23-55 E., 114.35 feet to an old iron pin on the Northern side of the right-of-way of East North Street, at the joint front corner of the within tract and property now or formerly of Hampton Investors Corp; thence, running along said right-of-way S. 69-07 W., 63.43 feet to an old iron pin at the joint front corner of the within tract and property now or formerly of Reynolds, on the Northern side of the right-of-way of East North Street, the point and place of beginning.

This mortgage is junior in priority to that certain note and mortgage heretofore given and granted to Fidelity Federal Savings & Loan Association recorded in the Greenville County RMC Office in REM Book 1490 at Page 42, to secure the sum of \$7,014.43.

This is the same property conveyed to the Mortgagor herein by deed of H. Wake Myers, Jr., recorded in the Greenville County RMC Office in Deed Book 1116 at Page 684, on November 30, 1979.

STATE OF SOUTH CAROLINA
RECORDS & TAX COMMISSION
DOCUMENTARY
STAMP
NOV 30 1979

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.

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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