

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GREENVILLE CO. S. C.
MAY 15 3 40 PM 1962
OLLIE FANNINGWORTH
R. H. G.

WHEREAS, We, Graham Bennett and Mary Buchanan Bennett,

(hereinafter referred to as Mortgagor) is well and truly indebted unto George A. Müllinnix

(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 Five Thousand Five Hundred Three and 72/100----- Dollars (\$5503.72) due and payable

Two Hundred and no/100 (\$200.00) Dollars per month commencing with May 15, 1962, and like amount on like date of each succeeding and consecutive month thereafter with right to anticipate any or all part of unpaid balance.

with interest thereon from date at the rate of 6% 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, being known and designated as Lots Nos. 5, 6 and 7 as shown on a Plat of property of Wade Cothran, prepared by Dalton & Neves, dated July, 1927, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book "H" at page 163, and having, in the aggregate, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin at the Northeastern corner of the intersection of Cothran Street and McDaniel Avenue, and running thence with the Northern side of Cothran Street S. 81-15 E. 170 feet to an iron pin at the joint corner of Lots Nos. 7 and 21; thence with the line of Lots Nos. 21 and 22, N. 9-35 E. 195 feet to an iron pin at the joint corner of Lots Nos. 5 and 4; thence with the line of Lot No. 4, N. 81-15 W. 170 feet to an iron pin on the Eastern side of McDaniel Avenue; thence with the Eastern side of McDaniel Avenue S. 9-35 W. 195 feet to the point of beginning.

There is excepted from the above conveyance that portion of the premises heretofore conveyed to the South Carolina State Highway Department for road purposes.

This property is the identical property conveyed to the Mortgagors herein by Deed of Nena McSwain Carpenter dated September 6, 1961, and recorded in the R. M. C. Office for Greenville County in Deed Book 681 at page 293.

This Mortgage is Junior in lien to that Mortgage heretofore given by the Mortgagors herein to Nena McSwain Carpenter dated September 6, 1961, in the original amount of \$30,000.00, said Mortgage being recorded in the R. M. C. Office for Greenville County in Mortgage Book 868 at page 38.

Together with all and singular rights, members, herditaments, 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.

Currie, Mae B. Mullinnix, Mortgagor
1962