

MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA }
 COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Whereas: Cliff Pienson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Robert L. Perry, III

(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 HUNDRED TWENTY and NO/100-----

Dollars (\$ 720.00) due and payable

at the rate of \$20.00 per month for 36 months with first payment due and payable on June 15, 1970, said payments including interest at eight percent, with the understanding that if a payment is more than five (5) days late, there will be a penalty charged of fifty cents (50¢) per day, commencing with the 6th day, after payment is due.

with interest thereon from date at the rate of eight per centum per annum to be paid: in advance

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, located on the northwesterly side of McGarity Street and being shown on plat entitled "Property of Cliff Pienson" prepared by Carolina Engineering & Surveying Co. dated April 28, 1970, and recorded in the RMC Office for Greenville County in Plat Book 4-D at Page 177.

According to said plat, this lot fronts 50 feet on the northwesterly side of McGarity Street with a depth of 107.1 feet on one side and a depth of 66.5 and 64 feet on the other side and coming to a point in the rear.

This mortgage is second and junior in lien to mortgage given by the mortgagor herein to Cameron-Brown Company in the original amount of \$9,200.00 to be recorded herewith.

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.