

FILED  
**GREENVILLE CO. S. C.**  
 MORTGAGE OF REAL ESTATE—Office of Leaderwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.  
 STATE OF SOUTH CAROLINA } MAY 15 3 48 PM '70  
 COUNTY OF Greenville } OLLIE FARNSWORTH  
 R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN.

BOOK 1155 PAGE 267

WHEREAS, Don T. Baird

(hereinafter referred to as Mortgagor) is well and truly indebted unto Catherine D. Carroll, as Trustee under Trust Agreement dated October 20, 1966,

(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  
 Two Thousand Eight Hundred Fifty and No/100 . . . . . Dollars (\$ 2,850.00 ) due and payable in equal, successive monthly installments of \$30.29 each, the first installment to be due May 1, 1970 and subsequent installments on the first day of each month thereafter until paid in full, payments to be applied first to interest and then to principal,

with interest thereon from April 1, 1970 at the rate of 6-1/2% 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:

~~"And the Mortgagor covenants to defend the title to the premises hereinafter described, to pay the taxes, insurance premiums, public assessments, repairs, or for any other purposes, and to keep the premises in good repair and condition."~~

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on the southeastern side of Darlington Avenue, Sans Souci Section, near the City of Greenville, and being shown as Lot No. 25 on plat of property of Ethel Y. Perry Estate, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book Q, Page 24, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Darlington Avenue, joint front corner of Lots 25 and 26, and running thence along the southeastern side of said Darlington Avenue N. 43 E. 55 feet to an iron pin, joint front corner of Lots 24 and 25; thence along the common line of said lots S. 47 E. 131 feet to an iron pin; thence S. 43 W. 55 feet to an iron pin, joint rear corner of lots 25 and 26; thence along the common line of said lots N. 47 W. 131 feet to an iron pin on the southeastern side of Darlington Avenue, the point of beginning.

This mortgage shall be a second mortgage, being junior in lien to a first mortgage covering the above described premises which is held by C. Douglas Wilson & Co.

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.