

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, **GREENVILLE**, S. C. Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
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BOOK 1161 PAGE 259
MORTGAGE OF REAL ESTATE
OLLIE FARNSWORTH
TO ALL WHOM THESE PRESENTS MAY CONCERN:
R. M. C.

WHEREAS, **DAN ELLIS BRUCE**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **C. C. THARPE**

(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

Ten Thousand and No/100

Dollars (\$ 10,000.00)

the entire principal and interest balance payable in full in one single payment due eighteen (18) months from date,

with interest thereon from _____ date at the rate of 8% per centum per annum, to be paid at maturity

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, near the City of Greenville on the southwest side of Duncan Chapel Road, being shown and designated as Lot No. 20 on Plat of property of P. L. Bruce which is recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book EE, at page 22, and being the same property shown on Plat of property of Dan Ellis Bruce dated September 20, 1965, by R. K. Campbell, Registered Surveyor, and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwest side of Duncan Chapel Road at a point 692.7 feet from the intersection of New Perry Road at the joint front corner of Lots 20 and 21 and running thence S. 50-57 W. 200 feet to an iron pin; thence N. 39-03 W. 90 feet to an iron pin; thence N. 50-57 W. 200 feet to an iron pin on the southwest side of Duncan Chapel Road; thence continuing along Duncan Chapel Road S. 39-03 E. 90 feet to an iron pin, the point of beginning.

This is a second mortgage, being junior in lien to mortgage covering the above described property executed by Dan Ellis Bruce to Cameron-Brown Company which is recorded in the R. M. C. Office for Greenville County, South Carolina in Mortgage Book 1009, at page 283.

Also, All that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, shown and designated as Lots A and N on a plat of property prepared for Dan E. Bruce by Webb Surveying & Mapping Co., dated December 30, 1965, which plat is recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book MMM at Page 135, and having according to said plat the following metes and bounds, to-wit:

Lot A: Beginning at the joint corner of Lots 20, 21, A and B and running thence N. 39-03 W. 90 feet to a point, joint corner of Lots 20 and A; thence turning and running S. 47-42 W. 57.9 feet to the joint corner Lots A and N; thence turning and running S. 46-14 E. 87.6 feet along the common line of Lots A and N to a point; thence turning and running N. 50-57 E. 46.8 feet to the point of beginning.

Lot N: Beginning at the western intersection of Lots A and N and running thence S. 47-42 W. 56.5 feet to a point, joint corner of Lots N and 24; thence turning and running with the common line of said Lots S. 53-30 E. 120 feet to a point at the joint intersection of Lots N, M, 21 and 25; thence turning and running N. 45-48 E. 40.8 feet to a point on the southern line of Lot B; thence turning and running N. 46-14 W. 117.1 feet to the point of beginning.

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 heating 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 appurtenances, other than 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, as he, his successors, and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereabove 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.