

GREENVILLE CO. S. C.

BOOK 1193 PAGE 77

MAY 31 3 39 PM '71

HORTON, DRAWDY, DILLARD, MARCHEBANKS, CHAPMAN & BROWN, P. A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA

OLLIE FARNSWORTH

COUNTY OF GREENVILLE

R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, LOUIS T. FENNELL,

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES L. BARKER

(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 and No/100

----- Dollars (\$ 5,000.00 ) due and payable

on demand

with interest thereon from date at the rate of None per centum per annum, to be paid:

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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina and being known and designated as Lot. No. 7 of Homestead Acres as shown on plat thereof recorded in the R.M.C. office for Greenville County in Plat Book "RR", at Page 35 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Ike's Road at the joint front corner of Lots Nos. 7 and 8 and running thence along said road N. 49-45 E. 80 feet to an iron pin; thence with the curve of the intersection of said road and Homestead Drive, the chord of which is N. 6-50 E. 36.6 feet to an iron pin; thence along the western side of Homestead Drive N. 36-05 W. 155 feet to an iron pin; thence along the line of Lot No. 18 S. 53-55 W. 104.9 feet to an iron pin; thence along the joint line of Lots Nos. 7 and 8 S. 36-05 E. 187.5 feet to the point of beginning.

This is a second mortgage.

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