STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

## MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. DOUGLAS A. TYNER AND GERALDINE S. TYNER

(hereinafter referred to as Mortgagor) is well and truly indebted unto DAVID L. LANDRETH AND RAMONA S. LANDRETH

(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

at THE RATE OF \$100.00 PER MONTH, INCLUDING INTEREST, BEGINNING ON THE 23rd DAY OF MAY, 1975, AND \$100.00, INCLUDING INTEREST, ON THE 23rd DAY OF EACH MONTH THEREAFTER UNTIL PAID IN FULL?

with interest thereon from

DATE

at the rate of NINE (9) 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 UREENVILLE, on the Southwestern side of Delray Circles near the City of Greenville, being known and designated as Lot No. 5, as shown on a plat entitled "Final Plat, Section Two, Farmington Acres", prepared by Carolina Engineering and Surveying Co., dated September 21, 1961, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book BBB at Page 27, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Southwestern side of Delray Circle at the joint front corner of Lots Nos. 4 and 5, and running thence with the line of Lot No. 4 S. 48-43 W. 150 feet to an iron pin; thence N. 41-17 W. 100 feet to an iron pin at the joint rear corner of Lots Nos. 5 AND 6; thence with the line of Lot No. 6 N. 48-43 E. 150 feet to an iron pin on the Southwestern side of Delray Circle; thence with the Southwestern side of Delray Circle; thence with the Southwestern side of Delray Circle S. 41-17 E. 100 feet to the point of beginning.

THIS Mortgage is junior in lien to a certain Mortgage in favor of Carolina Federal Savings & Loan Association, said mortgage being duly filed for record in the RMC Office for Greenville County in Mortgage Book 1011 at Page 252.



Together with all and singular rights, members, hereditarments, 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 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 intever 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.

100 BV.2