LAW OFFICES OF

LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

BCOX 1505 PAGE 401

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

S. C. MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, William S. Johnstone

(hereinaster referred to as Mortgagor) is well and truly indebted unto Hazel H. Turner

(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

in full five years from date

with interest thereon from date

7.00

at the rate of

per centum per annum, to be paid: annually

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:

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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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, the Mortgagoe's heirs, successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, bing and being in the State of South Carolina, County of Greenville, in the City of Greenville, and being known and designated as the rear portion of Lots Nos. 5 and 6, Block B of a subdivision known as Carolina Court as shown on a plat dated November, 1922, by R. E. Dalton, Engineer, recorded in the RMC Office for Greenville County in Plat Book F at page 96, and having, according to a more recent plat to be recorded, the following metes and bounds, to-wit:

Beginning at a point on the western side of Jervey Avenue, formerly known as Alta Vista Avenue, 105 feet from the intersection of Jervey Avenue and Laurens Road, and running thence N. 55-41 W. 131 feet to a point in the line of Lot No. 4; thence along the line of Lot No. 4, N. 32-09 E. 94 feet to the joint rear corner of Lots Nos. 4 and 5; thence along the rear line of Lots Nos. 5 and 6, S. 55-26 E. 128.4 feet to a point on the western side of Jervey Avenue; thence with the western side of Jervey Avenue, S. 30-07 W. 93.5 feet to the beginning corner.

This is the same property conveyed to the mortgagor by deed of Robert A. Dobson, Jr. dated June 12, 1980 and recorded in the RMC Office for Greenville County in Deed Book 1/27 at page 595.

This is a third mortgage, junior in lien to that certain first mortgage given by Hampton Enterprises, Inc. to First Federal Savings and Loan Association on October 29, 1976 and being recorded in the RMC Office for Greenville County in Mortgage Book 1382 at page 793, and to second mortgage given by Del L. Bradshaw and William S. Johnstone to Robert A. Dobson, Jr. on June 12, 1980 and being recorded in said RMC Office in Mortgage Book 150.5 at page 399.

The mortgagee's address is: 25 Pinehurst Drive, Greenville, S. C.

BOCOMENTARY 63 60 7

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 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 is 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.

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