

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1008 PAGE 313

FILED
GREENVILLE CO. S. C.

SEP 22 1 10 PM 1965

WHEREAS, We, William F. Howard and Rosa A. Howard, jointly and severally, (hereinafter referred to as Mortgagor) is well and truly indebted unto Mabry R. Butler, doing business as Mabry Gillespie Tire Company,

(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

One Thousand, Four Hundred and Thirty-Six and 28/100 Dollars (\$ 1,436.28) due and payable due and payable in successive equal monthly instalments of Seventy-Five (\$75.00) Dollars each, including interest, first instalment due and payable on October 1, 1965, and a like instalment on the first day of each succeeding month thereafter until both principal and interest are paid in full; instalments to be applied first to payment of interest and balance to payment of principal,

with interest thereon from date at the rate of Seven per centum per annum, to be paid: monthly with instalments

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, on the Northwestern side of Sir Abbot Street and on the Eastern side of Robin Hood Road, partly inside and partly outside of the corporate limits of the City of Greenville, and being known and designated as portions of lots Nos. 87 and 86, as shown on a plat of Sherwood Forest, made by Dalton and Neves, Engineers, August, 1951, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book "GG" at page 70 and 71 (also recorded in Plat Book "GG" at pages 2 and 3), and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northwestern side of Sir Abbot Street at the joint front corner of Lots Nos. 87 and 88, and running with the line of lot No. 88 N. 27-14 W. 160.2 feet to an iron pin; thence running N. 89-23 W. 50 feet to an iron pin on the Eastern side of Robin Hood Road; thence running with the Eastern side of Robin Hood Road S. 08-05 W. 182.7 feet to an iron pin; thence running with curve of Robin Hood Road and Sir Abbot Street (the cord of which is S. 54-35 E. 38.9 feet) to an iron pin on the Northwestern side of Sir Abbot Street; thence running with the Northwestern side of Sir Abbot Street N. 62-46 E. 131.9 feet to the beginning corner, and being the same property conveyed to the mortgagors herein by deed from Georgia Lee Ashmore, dated October 30, 1963, and recorded in the R. M. C. Office aforesaid in Deed Book 735 at page 367.

The lien of this mortgage is secondary to that of a certain mortgage over said property given by Robert H. Stapleton, former owner, to C. Douglas Wilson Company, and assigned to Philadelphia Savings Fund Society, and recorded in the R.M.C. Office aforesaid in Real Estate Mortgage Book 698 at page 465.

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