

MORTGAGE OF REAL ESTATE—Offices of PYLE & PYLE, Attorneys at Law, Greenville, S. C.

BOOK 1056 PAGE 231

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, W. CALDWELL HALL and EMILY C. HALL

(hereinafter referred to as Mortgagor) is well and truly indebted unto HOMER STYLES

(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 Four Thousand and no/100 -----

Dollars (\$4,000.00) due and payable

\$100.00 monthly beginning thirty days from date and a like amount each successive thirty days until paid in full, payments to apply first to interest and balance to principal.

with interest thereon from date at the rate of Six 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

Greenville, being shown as Lot 77 of Wellington Green, plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book YY, Page 29, and being identically the same property conveyed to Mortgagors by deed recorded in Deed Book 737, Page 568. This lot is further designated on the Greenville County Block Book as P16.3-3-12.

This mortgage is junior in lien to that certain mortgage held by Fidelity Federal Savings and Loan Association recorded in Mortgage Volume 943, Page 152.

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.

This Mortgage Assigned to:

J. D. Dennis

from *Homer Styles*
6th

December 18 76

in Vol. *1385*

395

This *16* of *December 19 76* # *16228*