MORTGAGE OF REAL ESTATE-Prepared by SILEO AND RILEY, Attorneys at Law, Greenville, S. C. 1919 1216 FAST 101 GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

DONNIE S. TANKERSLEY

R.H.C.

WHEREAS,

JOHN E. NETTLES AND MARY H. RETTLES

(hereinafter referred to as Mortgagor) is well and truly indebted unto GLYNII LINDSEY

(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 TWO THOUSAND FIVE HUNDRED AND NO/100THS-----

----- Dollars (\$ 2,500.00 ) due and payable

five (5) years from date

date with interest thereon from

nine

per centum per annum, to be paid: five years from date

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, bring and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 76 on plat of Section 2 of Avondale Forest as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book BBB at page 37 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Pryor Road at the joint front corners of Lots Nos. 75 and 76 and running thence along with said road N. 49-47 E. 90 feet to an iron pin; thence S. 40-12 E. 167.3 feet to an iron pin: thence S. 49-15 W. 90 feet to an iron pin at the joint rear corner of Lots Nos. 75 and 76; thence N. 40-17 W. 168 feet to the point of beginning.

This mortgage is second and junior in lien to that certain mortgage in favor of Greer Federal Savings and Loan Association, in the original amount of \$27,600.00, dated July 9, 1974, to be recorded herewith.



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 litted 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 foreyer defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whemsoever lawfully claiming the same or any part thereof.