

FILED  
GREENVILLE, CO. S. C.

REC-1320 FILE 185

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

APR 9 9 55 AM '74

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:  
R.M.C.

WHEREAS,

JAMES L. CARVER

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

CLIFF HENDERSON

(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 THREE THOUSAND SIX HUNDRED AND NO/100-----

Dollars (\$3,600.00) due and payable

in twenty-four (24) equal monthly installments in the amount of One Hundred Fifty and No/100 (\$150.00) Dollars each beginning thirty days from date.

with interest thereon from date at the rate of nine per centum per annum, to be paid: after maturity

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, constituting all of Lot No. 32 and 33 as shown on a Plat of Oak Lawn, recorded in Plat Book E at page 273 and the southwesterly portion of Lot No. 1 on a Plat of Section 2, F. W. Poe Mfg. Company, prepared by Dalton & Neves, Engineers, and recorded in Plat Book Y at pages 30 and 31 and having, according to a plat prepared by Campbell and Clarkson, Surveyors, on June 9, 1972, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northerly side of Florence Avenue, joint front corner with Lot No. 34 and running thence with the edge of said Avenue, N. 87-44 W., 69.1 feet to an iron pin on the easterly side of a 10-foot alley; thence with the edge of said 10 foot alley, N. 0-30 E., 141.75 feet to an iron pin; thence S. 74-33 E., 130.65 feet to an iron pin at the rear corner of Lot No. 34 of Oak Lawn Subdivision; thence with the line of Lot No. 34, S. 27-55 W., 124.2 feet to the point of beginning.

This mortgage is second in lien to that certain mortgage held by Pacific Finance Company in the original amount of \$4,032.00 recorded in the RMC Office for Greenville County in Mortgage Book 1238 at page 225, and having a current balance of \$1,700.00.

This is the identical property conveyed to the mortgagor by deed of D.G. Batson, recorded in Deed Book 946 at page 592 and by corrective deed from the aforesaid D. G. Batson, dated August 14, 1974 to be recorded of even date herewith.



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.

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