

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, **WE. H. J. MARTIN & JOE O. CHARPING**

hereinafter referred to as Mortgagor, is well and truly indebted unto **HOLLY TREE PLANTATION, A Limited Partnership**

hereinafter referred to as Mortgagee, as evidenced by the Mortgage's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

EIGHT THOUSAND SEVENTY FIVE ----- Dollars (\$ 8,075.00 due and payable upon sale of lot to third party or twelve (12) months from delivery of deed whichever occurs first

with interest thereon from **date** at the rate of **7%** per centum per annum, to be paid: **at 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, the Mortgagee's heirs, 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 Holly Tree Lane, being shown and designated as Lot No. 42 on plat of Holly Tree Plantation, Phase II, Section II, made by Piedmont Engineers & Architects, Surveyors, dated January 10, 1974 recorded in the RMC Office for Greenville County, S. C. in Plat Book 5-D, page 48, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the east side of Bethel Road, joint corner of Lots 22 & 23; thence with the joint line of said lots S. 68-44-00 E. 174.41 feet to an iron pin in line of lot 26; thence with the line of said lots S. 24-11-41 W. 120.15 ft. to an iron pin, joint rear corner of lots 21 & 22; thence N. 68-44-00 W. 168.26 feet to an iron pin on the east side of Bethel Road; thence with the east side of said street N. 21-16-18 E. 120 feet to the point of beginning.

This mortgage is junior in lien to that certain mortgage given by mortgagors to Fidelity Federal Savings and Loan Association in the original amount of \$57,000.00.



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 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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