

1936 69

MORTGAGE OF REAL ESTATE--Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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

WHEREAS, LARRY R. SWARTZ and JEANENE P. SWARTZ

(hereinafter referred to as Mortgagor) is well and truly indebted unto David H. Wilkins

(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

TWENTY THOUSAND and 00/100----- Dollars \$ 20,000.00 due and payable

June 1, 1975

with interest thereon from date at the rate of Nine 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, Butler Township, on the southern side of Mimosa Street, near the city of Greenville, being shown as Lot No. 105 on plat of Heritage Hills made by Piedmont Engineering Service, recorded in the RMC Office for Greenville County in plat book YY at page 187 and having according to said plat the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the south side of Mimosa Street, 100 feet east from the southeast corner of Mimosa Street and Richbourg Road, the joint front corner of Lots Nos. 104 & 105, and running thence with the south side of said street, N. 65-53 E. 110 feet to an iron pin corner of Lot 106; thence with the line of said lot, S. 24-07 E. 180 feet to an iron pin in line of Lot No. 120; thence with the line of Lots 120 and 121, S. 65-53 W. 110 feet to an iron pin, corner of Lot No. 104; thence with the line of said lot N. 24-07 W. 180 feet to the BEGINNING corner.

This mortgage is junior in lien to that certain mortgage held by Fidelity Federal Savings and Loan Association which was duly recorded August 14, 1964 in mortgage volume 968 at page 413 in the RMC Office for Greenville County, S. C. and that certain mortgage held by Fidelity Federal Savings and Loan Association dated and recorded April 2, 1975 in the amount of \$13,361.89.



5.800

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, together with the right 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 hereinafter 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.

9999

4328 RV-2