

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.

JAN 13 1 50 PM '76

MORTGAGE OF REAL ESTATE BOOK 1357 PAGE 901

DONNIE S. TANKERSLEY WHOM THESE PRESENTS MAY CONCERN:
R.H.C.

WHEREAS, Lynn Clark

(hereinafter referred to as Mortgagor) is well and truly indebted unto Fred C. Cox, Jr. and Grace B. Cox

(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

Seven Thousand & No/100----- Dollars (\$ 7000.00) due and payable

at the rate of Seventy-Five & No/100 (\$75.00) Dollars, including interest, per month, with the privilege of paying additional payments on the unpaid balance, at the discretion of the said Mortgagor; first payment due on the 1st day of February, 1976, and each month thereafter until paid in full;

with interest thereon from date at the rate of 8% per centum per annum, to be paid:

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 known and designated as Lot No. 99 on Plat of Avalon Estate, recorded in the REC Office for Greenville County in Plat Book "S" at page 89, and having according to said Plat, the following course and distances, to-wit:

BEGINNING AT an iron pin on the southern side of Cabler Street at the joint front corner of Lot 99 and 100 running thence with the joint line of said lots S 48-42 E 172.5 feet to an iron pin on line of Lots No. 94; thence with rear line of Lot No. 94 through 98, N 0-23 W 258.5 feet to an iron pin on the southern side of Cabler Street; thence with said street S 41-18 W 192.5 feet to the beginning corner.

This conveyance is subject to all easements and right-of-way of Record.

This conveyance is subject to the covenants, conditions and restrictions recorded in the REC Office for Greenville County in Vol. 495, at page 523. Being the same property conveyed to John R. Childress and Ollie S. Childress, recorded in REC Office, Vol. 510, Page 490. Also, the same property conveyed to Mortgagee's by Deed of the said John R. Childress and Ollie S. Childress, on August 31, 1970, being recorded in REC Office for County & State aforesaid, in Book 897, Page 446.



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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