

MORTGAGE OF REAL ESTATE

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA

FILED
R 30 10 30 AM '58

BOOK 1366 PAGE 445

COUNTY OF GREENVILLE

WENNE B. SANDERSLEY
S.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM EVAN PATTERSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto Western Auto Supply Company

(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

Sixteen thousand and 00/100 - Dollars (\$ 16,000.00) due and payable

with interest thereon from date at the rate of _____ 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, in the Southwest corner of the intersection of the intersection of Tugaloo Road and Coleman Drive, being known and designated as Lot 96, on a Plat of COLEMAN HEIGHTS, prepared by Terry T. Dill, February 1958, recorded in the SMC Office for Greenville County in Plat Book 88, at Page 115, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the southern side of Tugaloo Road, joint front corner of Lots 96 and 97, and running thence with the joint line of said Lots, S. 09-04 E. 253.4 feet to an iron pin in the line of Lot 93; thence with the line of Lot 93, N. 66-45 E. 97.5 feet to an iron pin on the western side of Coleman Drive; thence with the western side of Coleman Drive, N. 04-08 E. 167.7 feet to an iron pin at the intersection of Coleman Drive and Tugaloo Road; thence with the curve of said intersection, (the chord being N. 39-49 W. 36.5 feet), to an iron pin on the south side of Tugaloo Road; thence along the southern side of Tugaloo Road, N. 64-04 W. 119.4 feet to the point of beginning.

This mortgage is junior and subordinate to a mortgage in favor of Collateral Investment Company in the principal amount of \$21,950.00 recorded in Mortgage Book 1295, at Page 823.



Together with all and singular rights, members, hereditaments, 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.

4328 RV-2J

0475