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MORTGAGE - INDIVIDUAL **JOHN O. DILLARD, P.A., GREENVILLE, S.C.**

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

**MORTGAGE OF REAL ESTATE**

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **H. J. MARTIN and 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 Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of **Eighty-six and 38/100ths**

on the sale of Lot 22, Holly Tree Plantation, Phase II, Greenville County, South Carolina and delivery of a deed of conveyance from H. J. Martin and Joe O. Charping to another party or parties, or twelve (12) months from date, whichever first occurs, with interest thereon from date at the rate of **7** per centum per annum, to be paid **annually**.

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 making and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents has granted, bargained, sell and release unto the Mortgagee, its successors and assigns

**ALL that piece, parcel or lot of land, situate, lying and being on the western side of the cul-de-sac of Shadowmoss Court, in Austin Township, Greenville County, South Carolina, being shown and designated as Lot No. 22 on a plat of HOLLY TREE PLANTATION, PHASE II, SECTION 2, made by Piedmont Engineers and Architects, Surveyors, dated January 10th, 1974, recorded in the RMC Office for Greenville County, S. C., in Plat Book 5-D, pages 47 and 48, reference to which is hereby craved for the metes and bounds thereof.**

The within mortgage is junior in lien to a first mortgage covering the above described property given by H. J. Martin and Joe O. Charping to Fidelity Federal Savings & Loan Association in the original sum of \$49,500.00, to be recorded herewith, and a second mortgage from H. J. Martin and Joe O. Charping to Holly Tree Plantation, a Limited Partnership, in the sum of \$4,977.12, assigned to Fidelity Federal Savings & Loan Association, to be recorded herewith, and a third mortgage from H. J. Martin and Joe O. Charping to Holly Tree Plantation, a Limited Partnership, in the sum of \$611.33, assigned to The Citizens and Southern National Bank, as Trustee for James G. Bannon, to be recorded herewith and a fourth mortgage from H. J. Martin and Joe O. Charping to Holly Tree Plantation, a Limited Partnership, in the sum of \$500.17, assigned to James P. McNamara, to be recorded herewith.



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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

576

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