MORTGAGE OF REAL ESTATE—Offices of FOSTER & JOHNSON, Attorneys at Law, Justice Building Greenville, S. C. MORTGAGE OF REAL ESTATE STATE OF SOUTH CAROLINA TO ALL WHOM THESE PRESENTS MAY CONCERN. COUNTY OF GREENVILLE WHEREAS, I, Thomas E. Lipsey (hereinaster referred to as fortgagor) is well and truly indebted unto James M. Henderson (hereinaster 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 Four thousand, sixty-eight and 64/100 Dollars (\$4.068.64 on or beforé September 1, 1962 six per centum per annum, to be paid at maturity with interest thereon from date at the rate of 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 offier and lurther 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 and having the following metes and bounds, to wit: Beginning at a point on the east side of Broughton Drive, 210 feet north of Wedgewood Avenue and running thence N. 85-06 E. 143.1 feet; thence N. 0-37 E. 25 feet; thence N. 67-44 E. 70 feet; thence N. 2-37 W. 88 feet; thence S. 63-47 W. 103 feet; thence S. 87-10 W. 104.5 feet to Broughton Drive; thence along Broughton Drive S. 2-50 E. 45 feet; thence still along Broughton Drive S. 7-54 W. 56.4 feet to the beginning point. This property is made up of parts of Lots 41, 42 and 43, Section II, Croftstone Acres, plat recorded in Plat Book S, pages 78 and 79, and is also shown in part in plats recorded in Plat Book X, page 62; Plat Book NN, page 181; and Plat Book AA, page 133, This is a second mortgage, junior in priority to that mortgage to Fidelity Federal Savings & Loan Association, recorded in mortgage books 485, page 77 and 728, page 291. Together with all and ringular 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 evenants that it is lawfully seized of the premises hereinahove described in feer simple absolute, that it has good right and is; lawfully authorized to sell, convey or enfounder 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof. auticfied and runn I this 16 day of higuest, Cofuna 71% Handerson 1+ IN W. Alega . Se & This stature world R.M.O. FOR OPERATING COLO. ATT 13 20 210 3 2 21. 80 ... 7 8