STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

4 15 PM 1962 MORTGAGE OF REAL ESTATE JAN 5

TO ALE WHOM THESE PRESENTS MAY CONCERN OLLIE FAHNSHORTH

R. M.C.

WHEREAS, I, JAMES H. MOSELEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto MRS. ERMON O. ROGERS

(hereinafter referred to as Mortgagee) as evidenced by the Mortgager's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of One Thousand and No. 100

Dollars (\$ 1,000.00

one year after date

per centum per annum, to be paid quarterly in advance with interest thereon from date at the rate of seven

WHEREAS, the Mortgagor may bereafter become indebted to the said Mortgages 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 Mortgager, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any why. Know All. Man, that the mortgage, in confidential of the adversard cook, and in order to secure the payment thereof, and or any other and further sums for advances made to or for his account by the Mortgage, and also in consideration of the further sum of Three Dollars (83.00) to the Mortgage in hand well and truly paid by the Mortgage at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents there grant, bargain, sell and release unto the Mortgage, its successors and assignment.

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

All that lot of land, together with a building situate thereon, now occupied by "Moseley Carpet Cleaning Co.", lying and being in Greenville Township, Greenville County, South Carolina, fronting 37.2 feet, more or less, on the southeasterly side of Mills Avenue, having a depth of 98.1 feet, on the southwestern boundary thereof, a depth of approximately 95.4 feet, on the southeasternmost boundary thereof, and including a strip 16 feet wide, running from the rear line thereof to Lynne Street, together with an easement for the purposes of ingress and egress over a strip 2.7 feet wide, extending along the western side of property now or formerly belonging to Louis E. Smith, near Lynne Street. This property is the Identical property conveyed to James H. Moseley by deed of Gladys S. Williams, dated April 20, 1954, and recorded in the R.M.C. Office for said County and State, in Deed Book 498, at page 200.

This Mortgage is junior in lien to that certain mortgage executed by James H. Moseley in favor of Fidelity Federal Savings and Loan Association of Greenville, S. C., dated April 24, 1957, recorded in the R. M. C. Office for said County and State in Mortgage Book 711, at page 334, together with extensions of the same, having a present balance in the sum of \$4, 433.66.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and 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 this intention of the parties hereto that all such fixtures and equipment, other than the next the state of the same and such that the same and such that the same and same and such that the same and usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagoe, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully soized 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 Mortgagor forever, from and large the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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