MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERNIGREENVILLE CO. S. C.

WHEREAS, I, William D. Bailey, wof Greenville County, am

(hereinafter referred to as Mortgagor) is well and truly Indebted unto Mauldin Construction Co.

OLLIE FAMILS WORTH

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are informated herein by reference, in the sum of Seven Hundred Fifty

- Dollars (\$ 750.00) due and payable as follows: One Hundred Fifty Dollars (\$150.00) on or before the 1st day of April, 1964 and One Hundred and Fifty on the 1st day of April of each and every succeeding year thereafter until paid in full, said payments to be applied first to interest and then to the remaining principal balance remaining due from year to year.

with interest thereon from date at the rate of $ext{six}\ (6\%)$, 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 healing 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 as-

"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, within the corporate limits of the City of Greenville, being known and designated as Lot No. 5 of a subdivision known as Swanson Court as shown on a plat thereof prepared by C. C. Jones, November 1st, 1962, and recorded in the R.M.C. Office for Greenville County in Plat Book YY, at Page 91, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Swanson Court, the joint front corner of Lots Nos. 4 and 5, and running thence along the joint line of said lots, S. 34-00 W. 167.7 feet to an iron pin; thence S.66-04 E. 86.3 feet to an iron pin at the rear corner of Lot No. 6; thence along the line of that lot, N. 34-00 E. 152.4 feet to an iron pin on the southern side of Swanson Court; thence along the southern side of Swanson Court, N. 56-00 W. 85 feet to the beginning corner.

The above described lot comprises the greater portion of Lot No. 6 and a small portion of Lot No, 5 of the earlier subdivision of Swanson Court which is shown on a plat recorded in the R.M.C. Office for Greenville County in Plat Book YY, at Page 73.

This is a second mortgage and is junior in lein to that mortgage executed to the First Federal Savings and Loan Association of Greenville, which mortgage is recorded in the R.M.C. Office for Greenville County in Mortgage Book 901 at Page 19.

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 thereform, 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.