BOOK 1094 PAGE 161

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY. CONCERNS

Hampton Investors Corporation of Greenville

11111 (hereinafter referred to as Mortgagor) is well and truly indebted un to

CAROLINA

GREENVILLE

WHEREA

Jimmy C. Polk

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which a incorporated herein by reference, in the sum of SIX THOUSAND FIVE HUNDRED TWO AND 57/100 ---- Dollars (\$ 6,502.57) due and payable

\$1,000.00 annually, commencing December 15, 1969 and payable in like amounts annually thereafter on the 15th day of December,

December 15, 1968. per centum per annum, to be paid: annually, commencing on/ 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 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.

> ALL THOSE pieces, parcels or lots of land situate, lying and being on the north side of East North Street Extension (formerly Spartanburg Road) in the City and County of Greenville, State of South Garolina, being known and designated as Lot No. 1, on plat of property of W. A. Bates recorded in the R. M. C. Office for Greenville County in Plat Book "A" at page 124, plus two small strips of land fronting on said Street and adjoining said lot on the west side and having the following metes and bounds, to-wit:

> BEGINNING at an iron pin on East North Street said pin being located 283.55 feet from the corner of Cabot Court on East North Street thence proceeding N. 24-20 W. 116.3 feet to an iron pin; thence continuing $ilde{N}$. 40-27 $ilde{W}$. 194.1 feet to an iron pin; thence turning and proceeding N. 70-08 E. 152.9 feet to an iron pin; thence turning and proceeding S. 24-51 E. 295.7 feet to an iron pin on East North Street; thence proceeding along East North Street S. 69-13 W. 102.4 feet to the point of beginning.

THIS IS A SECOND MORTGAGE.

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 tawfully claiming the same or any part thereof.