

MORTGAGE OF REAL ESTATE, Mann, Foster Johnston & Ashmore, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
MANN, FOSTER JOHNSTON & ASHMORE
AUG 3 4 45 PM 1968
CLLIE F. FRENCH
R. M. C.

WHEREAS, **Billy S. Swilley**

Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto **W. Carl Thomas/ and Louise E. Thomas**

(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 **ONE THOUSAND TWO HUNDRED AND 00/100**-----

----- Dollars (\$ **1,200.00**) due and payable

\$36.78 on the first day of September, 1968 and an equal amount on the first day of each and every month thereafter until paid in full, except that the balance if not sooner paid, shall be due three years from date, together with 6 1/2% interest per annum, payable monthly, payments to be applied first to interest then to principal, with full prepayment privileges.

~~with interest thereon from~~ ~~at the rate of~~ ~~per centum per annum, to be paid:~~

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, lying and being on the west side of Pimlico Road, being shown and designated as Lot 76, Sec. A, Gower Estates, recorded in the R.M.C. Office for Greenville County in Plat Book QQ, at pages 146 and 147, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Pimlico Road at the joint front corner of Lots 76 and 77 and running thence along the line of Lot 77, N. 76-41 W. 186 feet to a point in the center of branch; thence along center of branch (the traverse line being S. 3-51 E. 98.6 feet) to an iron pin on the north side of Carolina Avenue; thence along Carolina Avenue, S. 65-21 E. 135 feet to an iron pin; thence with the curve of Carolina Avenue and Pimlico Road (the chord being N. 64-0 E. 31.7 feet) to an iron pin on the west side of Pimlico Road; thence along Pimlico Road, N. 13-19 E. 100.7 feet to the point of beginning.

This is a second mortgage.

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.

SATISFIED AND CANCELLED OF RECORD

15th DAY OF May 1986

Donnie J. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 8:30 O'CLOCK A. M. NO. 37872

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 94 PAGE 1511