

MORTGAGE OF REAL ESTATE—Mann, Foster, ~~Asst. Atty. Gen.~~ & Brissey, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

JAN 30 12 15 PM 1969

OLLIE FARNSWORTH  
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1115 PAGE 609

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Thor Construction & Development Co., Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jack K. Wherry, Elizabeth F. Wherry, Clyde L. Miller and Evelyn C. Miller, as Trustees for The Wherry-Miller Foundation

(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 -----Two Thousand and No/100-----

Dollars (\$ 2,000.00 ) due and payable

on or before six (6) months from date,

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of Seven \_\_\_\_\_ per centum per annum, to be paid: upon payment of principal

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, near the City of Greenville, on the west side of Stratford Road, being Lot 112 on plat of South Forest Estates, made by Pickell & Pickell Engineers, August 29, 1955, recorded in the RMC Office for Greenville County, S. C., in Plat Book GG, page 181, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the west side of Stratford Road at the joint front corner of Lots 112 and 113 and running thence along the line of Lot 113, S. 30-33 W. 134.1 feet to an iron pin; thence N. 5-20 W. 60.1 feet to an iron pin on the south side of Fairfield Road; thence along Fairfield Road, N. 61-32 E. 102.4 feet to an iron pin; thence with the curve of Fairfield Road and Stratford Road (the chord being S. 69-10 E. 40.7 feet) to an iron pin on Stratford Road; thence along Stratford Road, S. 9-27 E., 69.3 feet to the beginning corner.

The mortgagor agrees that it will, within a period of sixty (60) days from the date of this mortgage, commence the construction of a dwelling on the property above-described and upon completion of said dwelling it will offer said premises for sale and will not rent or lease said premises. Any violation of this agreement on the part of the mortgagor shall constitute a default under this mortgage.

This mortgage is junior and subordinate to that certain mortgage in favor of First Piedmont Bank and Trust Company in the amount of \$12,300.00

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.

*Paid in full Date -  
Wherry - Miller Foundation  
By J. K. Wherry  
Witness Francis R. Leitke  
Evelyn K. Rodine*

*13 DAY OF August 1969  
Ollie Farnsworth  
9:19 AM A. D. 3633*