JOIN M. DILLARD, Attorney at Interferentile, 8. C. STATE OF SOUTH CAPPER WILLE CO. S. C. COUNTY OF GREENVALLE CO. 203 PH '69

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN.

OLLIE FARNSWORTH R.M.C.

WHEREAS.

\_JAMES I. MCKEE & MARY M. MCKEE

(hereinafter referred to as Mortgagor) is well and truly indebted unto E. F. CUNNINGHAM & ROSE CUNNINGHAM

(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 FIVE Thousand and No/100------

Dollars (\$ 5,000.00 ) due and payable

six (6) months from date,

with interest thereon from date at the rate of 8 per centum per annum, to be paid: semi-annually.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagor 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 does grant, bargain, sell and release unto the Mortgagoe, its successors and assigna:

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, at the Southeastern corner of the intersection of Rosemary Lane with Ivanhoe Circle, near Taylors, being shown and designated as a portion of Lots 31, and 32, on a Map of ROSEDALE, dated February, 1959, made by C. O. Riddle, RLS, and recorded in the RMC Office for Greenville County, S. C., in Plat Book YY, page 35, and shown as Lot No. 1 on a Plat of a Revision of Lots 31, 32, and 33, Rosedale, recorded in the RMC Office for said County and State in Plat Book WHW, page 60, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Eastern side of Ivanhoe Circle at the joint front corners of Lots Nos. I and 30, and running thence along the common line of said lots, S. 40-02 E., 224.2 feet to an iron pin; thence along the line of Lot No. 2, N. 7-41 E., 259.3 feet to an iron pin on Rosemary Lane; thence with Rosemary Lane, N. 75-39 W., 6 feet to an iron pin; thence along the Southern side of Rosemary Lane, N. 73-52 W., 84.4 feet to an iron pin; thence with the curve of the Intersection of Rosemary Lane with Ivanhoe Circle, the chord of which is S. 61-08 W., 35.4 feet to an iron pin; thence with the Eastern side of Ivanhoe Circle, S. 24-36 W., 56.1 feet to an iron pin; thence continuing with the Eastern side of Ivanhoe Circle, S. 41-26 W., 56 feet to an iron pin, the beginning corner.

The within mortgage is junior in lien to a first mortgage given by the Mortgagors to Fidelity Federal Savings & Loan Association dated August 25, 1969, in the sum of \$20,000.00 of public record.

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 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 Mortgagor forever, from and against the Mortgagor and all persons whomsover lawfully claiming the same or any part thereof.

Feb. 25, 1970.