

Dec 15 2 18 PM '69

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

OLLIE FARNSWORTH
R. M. O.

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Whereas: Elizabeth P. Weeks and Robert Weeks

(hereinafter referred to as Mortgagor) is well and truly indebted unto Robert L. Perry, III,

(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 Three Hundred Seventy and No/100-----

Dollars (\$ 370.00) due and payable

at the Rate of \$15.00 per month for twenty-four (24) months, beginning January 15, 1970, and a final payment of \$10.00 for the twenty-fifth (25) month, with the understanding that if a payment is more than five (5) days late, there will be a penalty charged of fifty cents (50¢) per day, commencing with the 6th day, after payment is due, which includes
with interest thereon from date at the rate of eight (8) per centum per annum to be paid: in advance.

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, being shown and designated on plat entitled "Property of Robert Weeks and Elizabeth P. Weeks", prepared by Carolina Engineering & Surveying Company, dated December 11, 1969, and recorded in Plat Book 4-D at Page 7:

According to said plat this lot fronts 52 feet on the southeasterly side of Tremont Avenue with a depth of 95.2 feet on one side and 95 feet on the other side and being 52 feet along the rear.

Being the same property conveyed to the mortgagors herein by deed to be recorded herewith.

This mortgage is second and junior in lien to mortgage given this date by Elizabeth P. Weeks and Robert Weeks to Cameron-Brown Company, the same to be recorded herewith in the R.M.C. Office for Greenville County.

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.