

JUN 1 12 57 PM '70

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Whereas: Bertha C. Sullivan

(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 -----FOUR HUNDRED TWENTY-EIGHT and NO/100-----

Dollars (\$ 428.00) due and payable

at the rate of \$25.00 per month, first payment due and payable on July 15, 1970, said payments being applied first to interest at 8% with the balance to principal with the understanding that if a payment is more than five days late there will be a penalty charge of 50 cents per day, commencing with the sixth day after payment is due.

with interest thereon from date at the rate of eight per centum per annum to be paid: monthly

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 known and designated on plat entitled "Property of Bertha C. Sullivan" dated May 25, 1970, prepared by Carolina Engineering & Surveying Co. and recorded in the RMC Office for Greenville County in Plat Book 4-E at Page 13. According to said plat this lot is located on the westerly side of Stafford Street and McGarity Street and fronts 66.5 feet on the southwesterly side of Stafford Street, 50 feet on the northwesterly side of McGarity Street, and being 50.1 and 66.5 feet on the other two sides.

This mortgage is second and junior in lien to mortgage given by mortgagor herein to Cameron-Brown Company in the amount of \$8,200.00 to be recorded herewith.

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.