

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

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLEFILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATEAUG 25 5 00 PM '67
ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J. W. Eskew, Bill Garland and Mamie Coggins, as Trustees of David Street Baptist Church

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. C. Tharpe, as Trustee

(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 -----

Ninety Thousand and No/100----- Dollars (\$90,000.00) due and payable

as recited in security instrument executed by David Street Baptist Church and recorded in the RMC Office for Greenville County in Mortgage Book 1000, Page 279.

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, on the northwesterly side of Nicholas Drive, being shown and designated as part of Lots 14 and 15, Block D, of Hughes Heights as shown on a plat thereof recorded in the RMC Office for Greenville County in Plat Book GG, at Page 123; and also being known as Lot 14-B on a plat of Property of Bates & Cannon, Inc. recorded in the RMC Office for Greenville County in Plat Book ZZ, Page 97, and having according to the latter plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northwesterly side of Nicholas Drive, said iron pin being 337 feet in a westerly direction from an iron pin on the curve of Nicholas Drive, and running thence N. 54-43 E. 160 feet to an iron pin; thence S. 35-17 E. 94 feet to an iron pin; thence S. 54-43 W. 160 feet to an iron pin on Nicholas Drive; thence along Nicholas Drive N. 35-17 W. 94 feet to an iron pin, the point of beginning.

This mortgage is executed in order to substitute collateral on the security instrument given by David Street Baptist Church dated June 15, 1965 and recorded in the RMC Office for Greenville County in Mortgage Book 1000, Page 279. The above-described property is substituted as collateral in the place of Lot 33, Russell Avenue, which has been released from the collateral of the bond issue referred to in said security instrument. For authority for such substitution of collateral, see Order of Hon. Frank Eppes filed in the Office of the Clerk of Court for Greenville County in Judgment Roll 6229.

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.