

Nov 9 3 03 PM '70

BOOK 1172 PAGE 105

MORTGAGE RECORDS—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.  
R. M. C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

## MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Whereas Daniel G. Gray and Libby C. Gray

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. Paul Jones

(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 EIGHT HUNDRED FORTY-ONE and 42/100-----  
----- Dollars (\$ 841.42 ) due and payable,  
principal and interest, on or before February 1, 1971,

with interest thereon from date at the rate of *eight* per centum per annum to be paid: February 1, 1971.

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, in the Town of Fountain, said lot being located on Belmont Drive, and being more fully described in accordance with plat made by Carolina Engineering & Surveying Company, dated December 4, 1969, to-wit:

BEGINNING at an iron pin on the southern side of Belmont Drive, said pin being 203.9 feet from the intersection of Belmont Drive and Quillen Avenue (also known as Jones Mill Road) and running thence S. 23-22 W., 170 feet to iron pin; thence N. 63-0 W., 204.8 feet to iron pin; thence N. 24-57 E., 170 feet to iron pin on edge of Belmont Drive; thence along Belmont Drive, S. 63-20 E., 63 feet and S. 62-41 E., 137 feet to the beginning corner.

This mortgage is second and junior in lien to that certain mortgage given by Daniel G. Gray and Libby C. Gray to Fountain Inn Federal Savings and Loan Association in the original amount of \$26,500.00, said mortgage being recorded in Mortgage Volume 1146 at Page 169 in the RMC 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.