

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

FEB 16 11 04 AM '73

BOOK 1267 PAGE 149

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY
R.H.C. ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BARRY E. O'HARA AND SANDRA B. O'HARA

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES W. MAHON

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of ^{January 18, 1973} ~~any date~~ herewith, the terms of which are incorporated herein by reference, in the sum of Three Thousand, nine hundred, fifty and No/100ths
***** Dollars (\$3,950.00) due and payable
as set forth in said note.

with interest thereon from date at the rate of 6 1/2 per centum per annum, to be paid quarterly.

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, South Carolina, designated as Lot No. 35 of an addition to Section No. 2 on a plat of Belle Terre Acres, datd July 24, 1972, recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 1, said lot being on the Southern side of Lake El-Je-Ma Drive, and having the courses and distances shown on said plat.

~~THIS being a portion of the property conveyed to the Grantor by certain deed recorded in the RMC Office for Greenville County in Deed Book 659 at Page 19.~~

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