

Route 2  
LAVONIA, GA.

30553

FILED  
GREENVILLE CO. S.C.

BOOK 1438 PAGE 367

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

17 9 54 AM '77  
DONNIE S. TANNERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Malcolm E. Jennings and Sara J. Jennings

(hereinafter referred to as Mortgagor) is well and truly indebted unto James H. Witherspoon, Jr.

(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 -----

Fourteen Thousand Five Hundred and No/100----- Dollars (\$ 14,500.00 ) due and payable as per the terms of said note;

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of nine \_\_\_\_\_ per centum per annum, to be paid: as per the terms of said note.

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 Ward One of the City of Greenville, on the southern side of Croft Street, being known and designated as a portion of Lot 39 of Section C of a subdivision of the Property of the Stone Land Company as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book A, Pages 337-345, and being more particularly described as follows, to-wit:

BEGINNING at an iron pin on the southern side of Croft Street at a point 150 feet east of the southeastern corner of the intersection of Wilton Street and Croft Street and running thence along the southern side of Croft Street S 89-13 E 56 feet to an iron pin; thence S 1-41 W 200 feet to an iron pin; thence N 89-13 W 56 feet to an iron pin; thence N 1-41 E 200 feet to the beginning corner.

This being the identical property conveyed to the mortgagors herein by deed of the mortgagee, to be executed and recorded of even date herewith.



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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 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.

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