

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
REC'D  
NOV 10 1969  
AM '69  
RMC  
W. E. SHERLEY

1539 PAGE 162

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

WHEREAS, Charles J. Nelson and Linnie J. Nelson,

(hereinafter referred to as Mortgagor) is well and truly indebted unto First-Citizens Bank and Trust Company  
Post Office Box 3028  
Greenville, S. C. 29601

(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

Seventeen Thousand Seven Hundred Ninety-Nine &  $\frac{60}{100}$  Dollars (\$17,799.60) due and payable in sixty (60) equal monthly installments of Two Hundred Ninety-Six and  $\frac{66}{100}$  (\$296.66) Dollars each, interest included until paid in full.

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 and being further described as follows:

ALL that piece, parcel or lot of land, situate, lying and being in Greenville County, State of South Carolina, on the western side of Kensington Road, near the Town of Taylors, being shown and designated as Lot 51 on plat of Brook Glenn Gardens recorded in Plat Book JJJ at Page 85 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Kensington Road at the joint front corner of Lots 51 and 52 and running thence along the joint line of said lots, N. 63-03 W. 130.2 feet to an iron pin; thence N. 39-58 E. 61.1 feet to an iron pin; thence N. 78-24 E. 159.8 feet to an iron pin on Kensington Road; thence S. 32-40 W. 107.0 feet to an iron pin; thence continuing S. 24-35 W. 53.0 feet to the beginning corner.

This is that property conveyed to Mortgagor by deed of Vonna Ann G. Howard dated January 10, 1969, and recorded in the RMC Office of Greenville County, South Carolina, in Deed Book 1038 at page 4.

This is a second mortgage junior to that of Carolina Federal Savings and Loan Association as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1112 at page 58 and having a balance this date of \$18,175.95.

OFFICE OF THE  
SOUTH CAROLINA  
DEPARTMENT OF  
REVENUE  
STATE TAX  
DIVISION  
GREENVILLE, S.C.

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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