

and being known and designated as Lot Number Twenty Three (No.23) on said plat of the L.A.Mills subdivision, and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at a point, iron pin, on the southwestern side of Gower Street, which point is 97.6 feet southeasterly from the southeastern corner of Gower Street and Lindbergh Avenue, and running thence S. 40-25 W.123.1 feet to an iron pin at the joint corner of Lots Nos. 22, 23, 20 and 25; thence N. 45-47 W.51.5 feet along line of Lot No. 25 to an iron pin in line of Lot No. 25, joint corner with Lot No. 24; thence along the line of Lot No. 24, N. 42-01 E.111.6 feet to an iron pin on Gower Street; thence S. 59-07 E. 49 feet along Gower Street to the point of beginning; this being the same property conveyed to Claude Austin and Carolyn Austin by the following deeds: (1) By George Hightower by deed dated April 20, 1949, recorded in Vol.380 at page 297 in said R.M.C.office; and, (2) By Floyd F. Janzen by deed dated June 8, 1943, recorded in Vol. 345 at page 105 in said R. M. C. office.

There is located on the above described property a cement block building, a small frame building, and other improvements.

The said plat of the above property was made by Dalton & Neves, Engrs., in January, 1928.

This is a third mortgage over the above described properties, and there are no other mortgages, judgments, nor other liens or encumbrances over or against same prior to this mortgage, except as follows: (1) a first mortgage executed by us to Sarah P. Fay and Harry L. Fay, for the original sum of \$4,000.00, dated Mar.26, 1953, recorded in R.M.C. office; and (2) a second mortgage executed by us to John C. Henry, for the original sum of \$700.00, dated Mar.30, 1953, recorded in Vol.558 at page 160 in said R.M.C.office.

It is understood and agreed that the failure of the mortgagors to pay any installment of taxes, public assessments or insurance premiums, when due, shall constitute a default, and that the mortgagee may, at his option, foreclose this mortgage or pay said items and add the same so paid, to the principal amount of the debt, and they shall bear interest at the same rate. And same applies to the personal property described hereinbelow:

ALSO: All the following described personal property:

- One (1) Hoffman Steam Press;
- One (1) Mercury Dry Cleaning System, consisting of Dry Cleaning Wheel and Tumbler combined;
- One (1) Upright Lookout Steam Boiler; and,

All of which personal property is in our possession in said cement block building on said Lot No. 23, in said City, Township and County, South Carolina; and, with the exception of said Mercury Dry Cleaning System, all of same are paid for in full, and no one else has any interest therein whatsoever, and all free and clear of liens and encumbrances, except said two mortgages mentioned hereinabove; and this mortgage is given by us to obtain funds with which to pay off in full the balance of purchase price indebtedness due and owing by us on said Mercury Dry Cleaning System, and for no other purpose.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises unto the said **John C. Henry, his**

Heirs and Assigns forever. And **we** do hereby bind **ourselves, our**

Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said **John C. Henry, his**

Heirs and Assigns, from and against **ourselves and our**

Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.