

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

FILED  
GREENVILLE CO. S. C.  
OCT 26 4 58 PM 1962  
K. HAMMOND  
R. M. C.

WHEREAS, EUGENE RACKLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto WALLACE KNIGHT and CARL HAMMOND

(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  
Twelve Thousand Seven Hundred Fifty and No/100 - - - - - Dollars (\$ 12,750.00 ) due and payable

one (1) year from date

with interest thereon from date at the rate of six (6%) 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

All those pieces, parcels or lots of land known as Lots Nos. 1 through 29, together with streets known as Collinwood Lane, Archwood Court and Greenway Court, situate, lying and being on the northern side of Brushy Creek Road which runs from Brushy Creek School to the Lee Road in Chick Springs Township, Greenville County, South Carolina as shown on a Plat of the Subdivision of Collinwood Park near Greenville, South Carolina on a Plat prepared by J. C. Hill, Surveyor, dated October 1962, and recorded in the R. M. C. Office for Greenville County, South Carolina in Plat book CCC at page 27.

The above described property consists of a five (5) acre, more or less, tract of land on the date hereof conveyed to the Mortgagor by Deed of Wallace Knight, and a 7.5 acre, more or less, tract of land on the date hereof conveyed to the Mortgagor by Deed of Carl Hammond, the within being a Purchase Money Mortgage.

The Mortgagees, Carl Hammond and Wallace Knight, covenant and agree to execute and deliver to the Mortgagor, Eugene Rackley, from time to time upon the Mortgagor's request, valid releases on each of the above mentioned Lots Nos. 1 through 29, fully and effectively releasing and discharging each of the same from the lien of this Mortgage, upon payment jointly to said Mortgagors of the sum of \$1,500.00 on each said lot; provided, however, that the aforementioned streets shall be released by the Mortgagees without consideration upon any Deed conveying the same to Greenville County, South Carolina for public street purposes.

Together with all and singular rights, members, hereditaments, 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.

*See Release 888 2, See R. M. C. Book 905 Page 432*

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