MORTGAGE OF REAL ESTATE-Offices of MANN & MANN, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA JA 29 2 57 PH 1000 COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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CLUIC : The hid TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Marvin E. Cox and Mary W. Cox,

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. Otto White, Jr., Realtor, a Corporation, its Successors and Assigns forever:

(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

Due and payable \$25.00 per month on the 15th day of each and every month hereafter commencing February 15, 1965; payments to be applied first to interest, balance to principal, with the privilege to anticipate payment in part or in full at any time,

with interest thereon from

at the rate of 6%

per centum per annum, to be paid: monthly

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 that piece, parcel or lot of land in the City and County of Greenville, State of

South Carolina, situate, lying and being on the South side of Pleasant Ridge Avenue, and being known and designated as Lot No. 122 of Pleasant Valley as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book "P", at Page 92 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Pleasant Ridge Avenue at the joint front corner of Lots Nos. 121 and 122 and running thence along said Avenue, N. 89-52 E. 60 feet to an iron pin; thence S. 0-08 E. 160 feet to an iron pin; thence S. 89-52 W. 60 feet to an iron pin; thence N. 0-08 W. 160 feet to the point of beginning.

The above described property is the same conveyed to the mortgagor by Arthur E. Kirby and Elizabeth P. Kirby by their deed of even date herewith to be recorded.

This is a second mortgage, being junior in lien to that certain mortgage over this property to The Lincoln National Life Insurance Company.

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.

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Foreclosure 21 day of Just. 0., 1960. See Judgment Roll Ja 5.111

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