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BUDN 1298 PAGE 41

STATE OF SOUTH CAROLINA DONNIE S. TANKERSLEY
R.M.C.
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JIMMY J. LINDSEY and JOYCE H. LINDSEY

(hereinafter referred to as Mortgagor) is well and truly indebted un to FIRST PIEDMONT BANK AND TRUST COMPANY

six (6) months after date. Mortgagors do hereby acknowledge and agree that mortgagee is entitled to deduct from the proceeds of this loan a service charge in the sum of \$150.00 together with interest in advance in the sum of \$400.00 computed at the rate of eight (8) per cent per annum.

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WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to be 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 aforesaic slebt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has greated, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, its successors and assigns:

"ALL that certain piece, parcel or let of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 7 on a plat of Southwood Acres, recorded in the RMC Office for Greenville County in Plat Book JJJ, at Pages 108 and 109. The subject property includes a house and lot located at No. 7 Southwood Drive.

This is the identical property conveyed to the mortgagors by deed recorded in Deed Book 811, at Page 530.

This mortgage is second in lien to that held by Carolina Federal Savings and Loan Association dated June, 1967, recorded in Mortgage Book 1059, at Page 328 having a current balance of \$15,112.20.



Together with all and singular rights, members, herditaments, and appurtegances to the same belonging in any way incident or eppertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 Lerein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomspever lawfully claiming the same or any part thereof.

4326