MORTGAGE OF REAL ESTATE

1336 FASE 643

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JIMMY M. AUSTIN AND RUBY NELL AUSTIN

(hereinafter referred to as Mortgagor) is well and truly indebted unto

CHARLES CASE

(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

TWO THOUSAND AND 00/100---- ---- --- Dollars (\$ 2,000.00) due and payable

ON DEMAND

with interest thereon from date at the rate of eight per centum per annum, to be paid: On demand

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, Town of Fountain Inn, and shown as Lot 6, Block B, on a plat of Friendship Heights Subdivision, recorded in the RMC Office for Greenville County in plat book RR, page 109, and having, according to said plat, the collowing metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Fork Road (also known as Garrett Street) at the joint front corner of lots 6 and 7 and running thence with the joint line of said lots, S. 13-30 W., 187.4 feet to an iron pin; thence S. 42-45 W., 63 feet to an iron pin; thence N. 81-46 W., 6.2 feet to an iron pin; thence N. 81-46 W., 25 feet to an iron pin at the joint rear corner of lots 6 and 5; thence with the joint line of said lots, N. 13-30 E., 215 feet to an iron pin on the southern side of Fork Road; thence with the side of said road, N. 76-0 E., 80 feet to an iron pin at the point of beginning.

It is understood and agreed that this mortgage is second and junior in lien to that mortgage held by United Federal Savings & Loan Association, dated September, 1965, recorded in mortgage book 1007 at page 192 in the original amount of \$9,700.00.

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Together with all and singular rights, members, herditaments, 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 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 herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor and ell persons whomseaver tawfully claiming the same or any part thereof.