

FILED
GREENVILLE CO. S. C.

1342-325

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUN 23 10 54 AM '75

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, NEVILLE P. LEWIS and ISABELLE E. LEWIS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Hamilton Bank of Johnson City, Tennessee,

(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

Twenty-Five Thousand and No/100----- Dollars (\$ 25,000.00) due and payable

said sum to be payable on demand or if no demand is made, to be due and payable on June 4 , 1977,

with interest thereon from June 4 , 1975 at the rate of nine (9) 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 Greenville, in Gantt Township, situate on the southern side of East Seven Oaks Drive, and being shown and designated as Lot 98 on plat of Section II, Chanticleer, recorded in Plat Book JJJ at Page 71, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of East Seven Oaks Drive, joint front corner of Lots 97 and 98, and running thence with the line of Lot 97, S. 42-41 W. 167 feet to pin; thence S. 51-53 E. 120.45 feet to pin at rear corner of Lot 99; thence with the line of Lot 99, N. 42-41 E. 157.5 feet to pin of East Seven Oaks Drive, thence with the southern side of said Drive, N. 47-19 W. 120 feet to the point of BEGINNING.

Being the same property conveyed to the grantors by deed recorded in Deed Book 874 at Page 115 in the RMC Office for Greenville County.

It is understood that this conveyance is made subject to all recorded restrictions, easements and rights of way of record affecting said property.

This mortgage is junior in lien to that certain mortgage held by Fidelity Federal Savings and Loan Association which was duly recorded August 17, 1967 in mortgage volume 1067 at page 4 in the RMC Office for Greenville County South Carolina, this mortgage being assumed by Neville P. Lewis and Isabelle E. Lewis in accordance with the Deed recorded August 15, 1969 in deed book 874 at page 115 in the RMC Office of Greenville County, South Carolina and having a balance of \$28,303.17.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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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