CREENVILLE, S.C. 2960,0.S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

984

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MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RUSSELL HAYNE LOWERY AND TOMMIE CRANE LOWERY

(hereinafter referred to as Mortgagor) is well and truly indebted unto R. J. McKINNEY

(hereinaster 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 THIRTY-TWO THOUSAND FIVE HUNDRED AND NO/100-----

Dollars (\$ 32, 500.00-) due and payable

pursuant to the terms set forth in note of even date. It is understood and agreed by and between the Mortgagors and the Mortgagee that the Mortgagors cannot anticipate payment of the note which this Mortgage secures prior to the passage of five (5) years without the specific approval of Mortgagee.

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, bring and being in the State of South Carolina, County of Greenville, on the Southeastern side of Dakota Avenue, (formerly Parkins Mill Road), near the City of Greenville, being known as Lot NO. 6, of Block H, Section 4, on plat of East Highlands Estates, made by Dalton & Neves, Engineers, January 1941, recorded in Plat Book "K", at Pages 78, 79 and 80, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southeastern side of Dakota Avenue, at the joint front corner of Lots Nos. 5 and 6 of Block H and running thence with the line of Lot No. 5, S. 38-37 E. 198.7 feet to an iron pin on the Northwestern side of a 10 foot strip of land reserved for utilities; thence with the Northwestern edge of the strip of land reserved for utilities, S. 34-13 W., 66.1 feet to an iron pin; thence with the line of Lot No. 7, N. 58-37 W., 195.4 feet to an iron pin on Dakota Avenue; thence with the Southeastern side of Dakota Avenue, N. 31-23 E., 66 feet to the beginning corner.

This being the same property conveyed to Mortgagors by deed from R. J. McKinney of even date to be recorded herewith.

DOGUMENTARY
STAMP

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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