

FILED
GREENVILLE CO. S.C.
MAY 22 1974
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1278 PAGE 167

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 22 PAGE 147

WHEREAS Melvin C. McClellion & Betty P. McClellion

(hereinafter referred to as Mortgagor) is well and truly indebted unto James M. and Joyce W. Bogle

(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 Three Thousand and 00/100 Dollars (\$ 3,000.00) due and payable

three (3) months from date,

with interest thereon from date at the rate of Eight per centum per annum, to be paid at maturity

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagor 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 note, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor 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 Mortgagor, 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, known and designated as Lot 12, Block B, on a Plat of Fair Heights Subdivision, recorded in the R.M.C. Office for Greenville County in Plat Book F, Pages 256 and 257, and having, according to said Plat, the following lines and bounds, to-wit:

BEGINNING at an iron pin at the Northwestern corner of Parkins Mill Road (formerly Dakota Avenue) and Hanover Street; thence with the Northeastern side of Hanover Street, N. 58-40 W., 150 ft. to an iron pin corner of lot 13; thence with the line of said lot, N. 31-20 W., 50 ft. to an iron pin corner of lot 11; thence with the line of said lot, S. 58-40 E., 150 ft. to an iron pin on the Northwestern side of Parkins Mill Road; thence with the Northwestern side of said Road, S. 31-20 E., 50 ft. to the beginning corner.

This is the same property conveyed to the mortgagor by deed recorded in the R.M.C. Office for Greenville County in Deed Book 710, Page 549.

It is understood and agreed that this mortgage is second and junior in lien to the mortgage given to C. Douglas Wilson Company, recorded in the R.M.C. Office for Greenville County in Book 906, Page 371, in the original amount of \$6,600.00.

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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 Mortgagor, 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 transfer 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 forever, from and against the Mortgagor and all persons whatsoever lawfully claiming the same or any part thereof.