GREENVILLE

BOOK 953 PAGE 449

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

COUNTY OF

GEORGE O. BAILEY

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

WILLIAM S. FREEMAN

(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

Five Thousand Three Hundred Sixty-three and 58/100---- Dollars (\$ 5, 363.58) due and payable

in monthly installments in the sum of Seventy-five (\$75.00) Dollars each, commencing on August 1, 1964, and continuing on the 1st day of each and every month thereafter in the sum of Seventy-five (\$75.00) Dollars per month until paid in full, all payments to be applied first to interest with balance to principal, with interest thereon from date at the rate of 5-3/4 per centum per annum, to be paid: monthly

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 parcel, piece or lot of land with the buildings and improvements thereon, situate, lying and being on the Northwestern side of Greenacre Road, in the City of Greenville, Greenville County, South Carolina, known and designated as Lot No. 7 on a Plat of the Property of E.G. Webster recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book K, Page 39.

This Mortgage is junior in lien to that certain Mortgage in the original sum of Eighteen Thousand (\$18,000.00) Dollars given by George O. Bailey to C. Douglas Wilson & Co., dated June 30, 1964, and assigned to Southwestern Life Insurance Company, Dallas, Texas, to be recorded herewith.

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 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 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.