

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH TO ALL WHOM THESE PRESENTS MAY CONCERN:  
R.M.C.

WHEREAS, I, Shuman B. Gerald, Jr.,

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

(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-three Thousand Five Hundred (\$23,500.00)---  
Dollars (\$ ) due and payable

on the 25th day of August, 1969,

with interest thereon from date at the rate of SIX per centum per annum, to be paid: August 25, 1969.

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: my undivided one-half (1/2) interest in and to:

"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, State of South Carolina, in the City of Greenville, with the buildings and improvements thereon, on the west side of North Main Street, in the block between West Coffee Street and West North Street, and having according to a survey thereof made by Dalton & Neves, Surveyors, November 8, 1948, recorded in the office of the R.M.C. for Greenville County in Plat Book K, page 152, the following metes and bounds, to-wit:

BEGINNING at a point on the west side of North Main Street at the southeast corner of an 18-inch brick wall at the corner of property of W. H. Beattie, et al, said point being 87.9 feet south from the southwest corner of the intersection of North Main Street and West North Street, and running thence along the line of property of W. H. Beattie et al (a portion of which distance runs along the south edge of said 18-inch brick wall) N. 70-02 W. 126 feet to a point in the line of property of J. H. Rush and Janie R. Aiton, which point is in the center of what formerly was a 12-foot alley, now closed; thence along the line of property of J. H. Rush and Janie R. Aiton S. 19-50 W. 50.9 feet to a point in the center of an 18-inch brick wall, said point being in the line of property of the Estate of James F. Hodges; thence along the line of property of the Estate of James F. Hodges, and with the center of said 18-inch brick wall, S. 70-02 E. 126 feet to a point on the west side of said North Main Street in the center of said 18-inch brick wall, said point being 138.8 feet south from the southwest corner of the intersection of North Main Street and West North Street; thence with the west side of North Main Street, N. 19-50 E. 50.9 feet to the point of beginning.

TOGETHER with the right to use the wall lying adjacent to and immediately north of the above-described lot, said wall being wholly on said adjacent lot as more fully shown by agreement recorded in the office of the R.M.C. for Greenville County in Vol. 22, page 158, and also referred to in deed from William H. Beattie et al to Etta Bailey Burgiss dated Nov. 17, 1941, recorded in Deed Book 240, page 333, office of the R.M.C. for Greenville County.

Being the same property devised to mortgagor under the Will of Etta Bailey Burgiss, deceased, on file in the Office of the Probate Court for Greenville County in Apartment 484, File 12.

This mortgage is second and junior in rank to a mortgage heretofore executed by mortgagor to mortgagee securing loan in the principal sum of \$3,500.00, dated August 25, 1965, recorded in the office of the R.M.C. for Greenville County in Mortgage Book 1006, page 477.

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.