r BOOK 1123 PAGE 133

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

APR 17 2 12 PH '69

OLLIE FARNSWORTH

MORTGAGE OF REAL ESTATE

R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James Harold Tuck & June E. Tuck, their heirs and assigns

(hereinafter referred to as Mortgagor) is well and truly indebted un to Clarence S. Staggs

(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 referenced in the sum of Two Thousand & Five Hundred------

--00/100

Dollars (\$2,500.00

) due and payable

as follows;

Fifty (\$50.00) Dollars on the first day of June, 1969, and Fifty (\$50.00) Dollars on the first day of each successive month until paid in full. The above payments to be applied firstly to interest on the unpaid balance, the remainder being applied to reduction of principal.

with interest thereon from date at the rate of 7%

per centum per annum, to be paid: as above.

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, being shown and designated as all of lot number TEN (10) SECTION ONE (1), of AVONDALE FOREST, plat thereof recorded in plat book "RR" page 186, Greenville County R.M.C. Office, and having the following metes and bounds, to wit:

Beginning at an iron pin on the Northwest side of Drewry at the joint front corner of lots 10 and 11 and running thence S 64-34 W, 100 feet along said street to joint front corner of lot Nos. 9 and 10; thence S 26-18 W, 170 feet as the common line of lots 9 and 10; thence N 64-43 E, 89.4 feet to rear corner of lot No. 11; thence S 28-43 E, 170.5 feet to the beginning corner.

This is a subsequent mortgage to one given on the above property to Citizens Building & LOan Assoc.

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 thereform, 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.