

MORTGAGE OF REAL ESTATE—Mann, ^{FILED} Ashmore & Brisey, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA

GREENVILLE CO. S. C.

BOOK 1147 PAGE 415

COUNTY OF GREENVILLE

FEB 4 3 26 PM '70

MORTGAGE OF REAL ESTATE

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

WHEREAS, I, O. B. Godfrey

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

(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 -----Twelve Thousand and No/100-----

Dollars (\$12,000.00) due and payable

at the rate of Three Thousand and No/100 (\$3,000.00) Dollars annually, with first payment to be made on or before July 1, 1970, and annual payments thereafter in the sum of \$3,000.00 until paid in full, with interest thereon from date at the rate of seven (7%) on the unpaid balance

with interest thereon from date at the rate of Seven per centum per annum, to be paid: semi-annually

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, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, on the north side of East North Street Extension (Old Spartanburg Road), being shown and designated as Tract 1 on a plat of Multiple Duplex Housing for O. B. Godfrey by Carolina Engineering & Surveying Co. dated January 14, 1970, recorded in the RMC Office for Greenville County in Plat Book UUU, at Page 143, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the north side of East North Street Extension (Old Spartanburg Road) at the joint front corners of Tract 1 and 2 and running thence along the common line of said Tracts N. 7-16 W. 175 feet to an iron pin in line of Tract 4, joint rear corner of Tracts 1 and 2; thence along the line of Tract 4 N. 80-39 E. 110 feet to an iron pin; thence S. 7-16 E. 175 feet to an iron pin on the north side of East North Street Extension (Old Spartanburg Road); thence along said East North Street Extension (Old Spartanburg Road) S. 80-39 W. 110 feet to the point of beginning.

THIS MORTGAGE is junior in lien to mortgage of Fidelity Federal Savings & Loan Association dated January 15, 1970, recorded in the RMC Office for Greenville County in Mortgage Book 1147, at Page 116.

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 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.