MORTGAGE OF REAL ESTATE-Mann, Foster, Ashmore & Brissey, Attoring & Law, Justice Building, Greenville, S. OREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA COUNTY OF

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

We, Letha Lindsey, Lela Myrtle Sanders, Ila Emodine Turner, Alvin Thomas Lindsey, WHEREAS. Jimmy Franklin Lindsey, Kenneth Harold Lindsey, Margaret Ellen Lindsey and Avis (hereinafter referred to as Mortgagor) is well and truly indebted unto C. E. Robinson, Jr. as Trustee under B. M. McGee

(hereinaster reserved 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 Two Thousand and No/100----- Dollars (\$ 2,000.00

\$40.56 on the <u>lst day of August</u>, 1970 and every month hereafter, commencing Aug. 1, 1970. Payments to be applied first to interest balance to principal. Balance due five (5) years from date with the privilege to anticipate payment after one (1) year without penalty,

with interest thereon from . date

at the rate of Eight (8%) per centum per annum, to be paid:

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 necessors 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, on the west side of Second Avenue in Section No. 3 of Judson Mill Village and being known and designated as Lot No. 11, as shown on plat of Section No. 3 of Judson Mill Village, made by Dalton & Neves, Engineers, in March 1940, which plat is recorded in the RMC Office for Greenville County in Plat Book K, at Page 42, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin at the southwest corner of the intersection of Second Avenue and Seventh Street, and running thence with Second Avenue S. 6-12 W. 81.4 feet to an iron pin, joint front corner of Lots No. 11 and 12; thence with the line of Lot No. 12 N. 83-49 W. 119.05 feet to an iron pin, joint rear corner of Lots No. 15 and 16; thence with the rear line of Lot No. 16 N. 6-11 E. 83.2 feet to an iron pin on the south side of Seventh Street; thence with the south side of Seventh Street S. 82-56 E. 119.07 feet to the beginning corner.

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 heireinabove 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.