

GREENVILLE CO. S. C.

BOOK 1171 PAGE 505

MORTGAGE OF REAL ESTATE—~~Office of Lee S. Todd, Walter, Todd & Mann, Attorneys at Law, Greenville, S. C.~~

STATE OF SOUTH CAROLINA OLLIE FARNSWORTH
COUNTY OF GREENVILLE R. M. C. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, W. T. Whitehurst, Jr. and Nancy B. Whitehurst

(hereinafter referred to as Mortgagor) is well and truly indebted unto George H. Balentine, Jr.

(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

Seven Thousand and no/100ths -----Dollars (\$ 7, 000. 00) due and payable

in consecutive equal monthly installments of \$60. 00 each beginning on December 4, 1970, said payments to be applied first to interest and then to principal,

with interest thereon from _____ date _____ at the rate of 5% 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 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 northern side of Roberta Drive and being known and designated as Lot No. 6 of a subdivision known as Cherokee Forest, Plat No. 3, as shown on a plat thereof being recorded in the RMC Office for Greenville County in Plat Book QQ at pages 36 and 37, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Roberta Drive, joint front corner of Lot Nos. 6 and 7, and running thence with the joint line of said lots, N. 10-31 E. 271.9 feet to an iron pin; thence N. 85-29 W. 100.55 feet to an iron pin, joint rear corner of Lot Nos. 5 and 6; thence with the joint line of said lots, S. 10-31 W. 261.4 feet to an iron pin on the northern side of Roberta Drive; thence with said Drive, S. 79-29 E. 100 feet to the point of beginning.

This mortgage is junior to the prior mortgage held by First Federal Savings and Loan Association of Greenville, South Carolina recorded in Mortgage Book 970 at page 508.

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.