

MORTGAGE OF REAL ESTATE—Office of Landgravel, Walker, Todd &amp; Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLEFILED  
GREENVILLE CO. S. C.

JAN 8 3 17 PM '71

OLLIE FARNSWORTH  
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, FRANK F. SESSIONS AND JACQUELINE L. SESSIONS

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES A. MARTIN

(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

Four Thousand Five Hundred and No/100ths Dollars (\$ 4,500.00 ) due and payable

\$91.25 on the first day of February, 1971 and \$91.25 on the first day of each month thereafter until paid in full, any unpaid balance being due on February 1, 1976, payments to be applied first to interest and then to reduction of principal, Borrowers' retaining prepayment privileges without penalty, together with interest thereon from date at the rate of eight 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, lying on the east side of Fairmont Avenue, being known and designated as Lot No. 46 as shown on a plat of subdivision of Extension of Brookforest, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book QQ, at page 17 and having, according to the said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Fairmont Avenue at the joint front corner of Lot Nos. 46 and 45 and running thence with the line of Lot No. 45, N. 84-28 E. 140 feet to an iron pin; thence N. 5-32 W. 75 feet to an iron pin at the joint rear corner of Lot Nos. 46 and 47; thence with the line of Lot No. 47, S. 84-28 W. 140 feet to an iron pin on the east side of Fairmont Avenue, thence with the East side of Fairmont Avenue, S. 5-32 E. 75 feet to an iron pin, the point of beginning.

This is a second mortgage junior in priority to that mortgage in favor of C. Douglas Wilson & Co. recorded in the R.M.C. Office for Greenville County in Mortgage Book 800, at page 353.

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.