

STATE OF SOUTH CAROLINA

GREENVILLE CO. S. C.

BOOK 1198 PAGE 413

COUNTY OF GREENVILLE

JUL 13 11 08 AM '71

MORTGAGE OF REAL ESTATE

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

WHEREAS, H. E. Pearce and Erahlene T. Pearce

(hereinafter referred to as Mortgagor) is well and truly indebted unto Garland J. Todd and Elizabeth B. Todd,

(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 Six Hundred Eighty and 81/100ths ----- Dollars (\$680.81) due and payable

one year after date

with interest thereon from date at the rate of eight per centum per annum, to be paid: one year after date

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, at Ware Place, being a portion of the property of J. B. and Ellis King, and being more particularly described as Lot No. 2 of said property, according to a survey made October 10th, 1965, by C. O. Riddle, Registered Engineer, and having, according to said plat and survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Old Hundred Road at an intersection with an unnamed street running due North, and running N. 19-45 E. 35.4 feet to an iron pin; thence with the Western side of an unnamed street, N. 25-15 W. 175 feet to an iron pin on said unnamed street; thence S. 64-45 W. 150 feet to an iron pin; joint rear corner of Lots Nos. 1 and 2; thence with the common line of Lots Nos. 1 and 2, S. 25-15 E. 200 feet to an iron pin on the northwest side of Old Hundred Road; thence with Old Hundred Road, N. 64-45 E. 125 feet to an iron pin on the North side of Old Hundred Road, the point of beginning.

ALSO: ALL those adjoining lots of land being known and designated as Lots 1 and 3 of the property of J. B. and Ellis King, as shown on a plat thereof prepared by C. O. Riddle, Surveyor, dated October 1964. Said lots being more particularly described in a deed from the mortgagees to the mortgagors to be recorded of even date herewith.

This mortgage is second in lien to a mortgage to Saluda Valley Federal Savings and Loan Association in the amount of \$17,500.00.

Together with all and singular rights, members, hereditaments, 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 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.