

GREENVILLE CO. S. C.

Dec 28 3 23 PM '71
OLLIE FARNSWORTH
R. M. C.

BOOK 1217 PAGE 613

MORTGAGE OF REAL ESTATE—Offices of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: M. G. Proffitt, Inc.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Eloise G. Waters

(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 Twenty-seven Thousand Six Hundred Sixty-five and 08/100-----DOLLARS (\$ 27,665.08),

with interest thereon from date at the rate of seven per centum per annum, said principal and interest to be repaid:

in monthly installments of \$321.13 commencing January 15, 1972, and continuing on the 15th day of each month thereafter until paid in full, the balance to be due and payable on December 15, 1981, said installments to be applied first to interest and the remainder to principal.

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, being shown as a

portion of an unnumbered tract adjoining Lot 46 on plat of Property of Pickwick Heights recorded in Plat Book X at page 141 in the RMC Office for Greenville County, having the following metes and bounds: BEGINNING at an iron pin on the southeastern side of Gurley Avenue, joint corner of Lot 46, and running thence with line of Lot 46, S 24-53 E 135.7 feet to an iron pin; thence S 65-07 W 80 feet to an iron pin; thence with a new line through the unnumbered tract, N 24-53 W 130 feet, more or less, to an iron pin on Gurley Avenue; thence N 65-07 E 80 feet to the point of beginning. This property is also designated as #8-10 Gurley Avenue, upon which are located duplex apartments.

Also all those lots of land in Greenville County, in the City of Greenville, South Carolina being shown as Lots 31 and 46 on plat of Pickwick Heights recorded in Plat Book X at page 141 in the RMC Office for Greenville County.

This mortgage is junior in lien to three mortgages held by Fidelity Federal Savings & Loan Association recorded in Book 1210 at page 648, Book 889 at page 266, and Book 810 at page 167 in the RMC Office for Greenville County.

The mortgagor agrees to release any one of the three lots encumbered hereby upon the payment of a sum equivalent to 1/3 of the unpaid principal balance due on the note secured hereby.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.