

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

REC'D
MAR 21 4 28 PM '71
OLLIE FARNSWORTH
R.M.C.

BOOK 1226 PAGE 257

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RICHARD A. BAKER AND JEANETTE K. BAKER

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES E. DODENHOFF, JR. AND PAUL B. COSTNER, JR., d/b/a D & C BUILDERS

(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 ONE THOUSAND ~~THREE HUNDRED FIFTY~~ AND NO/100

at the rate of ~~Forty Seven and 90/100 (\$47.90)~~ ^{Forty Five and 50/100 (\$45.50)} Dollars per month for a total of forty-eight months, with the first payment being due October 29, 1971. Said payment shall be applied first to interest, balance to principal.

with interest thereon from date at the rate of SEVEN 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, known and designated as Lot No. 1 of Shiloh Estates as shown on Plat of Shiloh Estates recorded in the RMC Office for Greenville County in Plat Book 4N at page 33 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the westerly side of Buckskin Road, joint front corner of Lots 1 and 2 and running thence S. 10-10 W. along Buckskin Road, 213 feet to an iron pin; thence S. 54-40 W. 35.8 feet to an iron pin on the northern edge of McCall Road; thence along McCall Road, N. 80-51 W. 145.8 feet to an iron pin; thence N. 10-10 E. 238 feet to an iron pin; joint rear corner of Lots 1 and 2; thence S. 82-51 E. 170.8 feet along Lot No. 2 to the point of beginning.

This mortgage is junior in lien to that certain mortgage executed to Fidelity Federal Savings & Loan Association on September 29, 1971 to be recorded of even date.

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.