

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE, S.C.

Nov 7 3 36 PM '73

BOOK 1256 PAGE 303

MORTGAGE OF REAL ESTATE

ELIZABETH RIDDLE

R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Charles E. McCall and Elizabeth M. McCall

(hereinafter referred to as Mortgagor) is well and truly indebted unto Don L. Willis

(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

Fourteen Thousand and 00/100

Dollars (\$ 14,000.00) due and payable

one (1) year from date*

January 1, 1973

with interest thereon from then at the rate of ~~XXXX~~ ⁵ per centum per annum, to be paid at maturity

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be 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 Western side of Nora Drive, being shown and designated as Lot No. 6 on a Plat of Bruce Heights, recorded in Plat Book JJ, Page 5, R.M.C. Office for Greenville County, and being further described according to said plat as follows:

BEGINNING at an iron pin on the western side of Nora Drive, at the joint front corner of Lots 5 and 6 and running thence along the joint line of said lots, S. 81-36 W., 200.4 ft. to an iron pin; thence N. 16-20 W., 75 ft. to an iron pin; thence N. 78-00 E., 206.4 ft. to an iron pin; thence along the western side of Nora Drive, S. 10-50 E., 90 ft. to the point of beginning.

This is the same property conveyed to the mortgagors by deed recorded in the R.M.C. Office for Greenville County in Deed Book 802, Page 340.

ALSO: ALL that piece, parcel or lot of land situate in Fairview Township, County of Greenville, State of South Carolina, containing 11.30 Acres described as three (3) tracts of land containing separately 8.90 Acres; 1.15 Acres and 1.25 Acres this date conveyed by mortgagee to mortgagors, which deed is hereby incorporated for a more particular description.

* It is agreed that at the time the tract FIRST described above is sold, that mortgagors will pay to mortgagee not less than \$10,000.00, plus accrued interest to that date and that upon the receipt of such payment, mortgagee will release the FIRST described tract from the lien of this mortgage. It is understood and agreed that with respect to the line of TRACT NO. 1 above, that this mortgage is second and junior in lien to a mortgage given to C. Douglas Wilson Company, recorded in mortgage book 1036, Page 209, and that with regard to the second tract described above (which has this date been conveyed to mortgagor by mortgagee) the lien of this mortgage is second and junior to a mortgage this date given by mortgagors to Fountain Inn Federal Savings & Loan Association in the amount of \$26,000.00.

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.