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JAMES D. MCKINNEY, JR.
ATTORNEY-AT-LAW

BOOK 1282 PAGE 161

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN,

WHEREAS, we, James D. Patton and Kitty W. Patton

(hereinafter referred to as Mortgagor) is well and truly indebted unto Gene G. Britton

(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 two thousand and seventy-three and 03/100

----- Dollars (\$ 2,073.03) due and payable at the rate of \$45.00 per month hereafter until paid in full, payments to be applied first to interest and the balance to principal; the first payment to be due July 15, 1973, and the remaining payments to be due on the 15th day of each and every month thereafter until paid in full, 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, in Cleveland Township, being known and designated as Lots Nos. 11, 12 and 13 of Subdivision B, River Falls Heights, property of D. B. Tripp at River Falls, more fully shown on a plat thereof recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book H at page 32, reference to which is hereby made for a full and complete description. Said lots front on Ellis Ridge Road.

This is a purchase money mortgage mortgage and is junior in lien to that mortgage of Helen G. Compton recorded in Mortgage Book 1252 at page 406.

The mortgagors shall have the right to anticipate payment in full of this mortgage at any time.

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 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.