

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MAY 28 11 10 AM '74  
DONNIE S. TANKERSLEY  
R.M.C.

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

WHEREAS, I, Clair Daniel Pitts, Jr., am

(hereinafter referred to as Mortgagor) is well and truly indebted unto Cothran-Sims-Barker, Inc.  
and The Furman Company

(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 Eleven Hundred and No/100-----

-----Dollars (\$ 1, 100. 00 ) due and payable

Due and payable on or before October 20, 1974,

with interest thereon from date at the rate of nine (9%) 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 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, on the west side of Elaine Avenue, being known and designated as Lot 18 on plat of Property of W. E. Edwards, recorded in the R. M. C. Office for Greenville County in Plat Book S at Page 12 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Elaine Avenue, joint front corner of Lots 18 and 19 and running thence along the common line of said lots, S. 58-41 W. 263.3 feet to an iron pin; thence along the rear line of Lot 18, N. 33-31 W. 75.05 feet to an iron pin; thence with the common line of Lots 17 and 18, N. 58-41 E. 266.2 feet to an iron pin on the west side of Elaine Avenue; thence with said Avenue, S. 31-19 E. 75 feet to an iron pin at the point of beginning;

It is understood and agreed that this mortgage is junior in lien to that certain mortgage given to Collateral Investment Company by Genell L. Adams and recorded in the R. M. C. Office for Greenville County in Mortgage Book 1055 at Page 243 and is also junior to that certain mortgage given by the mortgagor to Ada S. Jenkins in the sum of \$5, 581.02 on May 24, 1974.



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.

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