

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 14 AM '80
RECORDED

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

WHEREAS, WE, JOHN L. COON AND JUDITH F. COON

(hereinafter referred to as Mortgagor) is well and truly indebted unto THOMAS D. CROFT AND ELIZABETH W. CROFT

(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 **FORTY-TWO THOUSAND AND NO/100**

Dollars (\$ 42,000.00) due and payable

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:
Interest after maturity, if not paid, at the rate of 14 (fourteen %) per annum.

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, City of Greenville, State of South Carolina, on the South Side of Ben Street, and known and designated as Lot no. 6 of McDaniel Heights, according to plat of Dalton & Neves, Engineers, and having the following metes and bounds, to-wit: BEGINNING at an iron pin on Ben Street, joint corner of Lots 5 and 6, and running thence S. 14-29 W. 175.5 feet to an iron pin in the line of Lot No. 3; thence due West 56.1 feet to an iron pin corner of Lot No. 7; thence with the line of Lot 7, due North 170 feet to an iron pin on Ben Street; thence with Ben Street due East, 99.6 feet to the beginning corner. TOGETHER WITH: ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, City of Greenville, State of South Carolina, and being a strip ten feet (10') in width and forty (40') in length, at the rear of the Southern half of lot No. 4, according to a plat of McDaniel Heights by Dalton & Neves, Engineers, dated August, 1928, and having the following metes and bounds, to-wit: BEGINNING at an iron pin, corner of joint rear corner of property now or formerly of Nannie M. Sitton and L.W. Price which iron pin is 96.2 feet from the Southern side of Ben Street and on the line of lots 6 and 4 and running thence along the common line of property now or formerly of Nannie M. Sitton and L.W. Price, S. 75-31 E. 10 feet to an iron pin; thence running S. 14-29 W. 40 feet to an iron pin in the line between Lots 4 and 3; thence N. 75-31 W. 10 feet to the joint rear corner of Lots 3 and 4; running thence N. 14-29 E. 40 feet to the beginning corner. TOGETHER WITH: ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, City of Greenville, State of South Carolina, on the South side of Ben Street and being a strip of land at the rear of the North portion of Lot No. 4 and a triangular strip of land at the rear of Lot No. 5, according to plat by Dalton & Neves, Engineers, dated August, 1928, and having the following metes and bounds, to-wit: BEGINNING at an iron pin on the south side of Ben Street, joint corner of Lots 5 and 6, and running thence S. 8-43 W., along the line of Lots 5 and 6, and Lots 4 and 6, 96.7 feet to an iron pin; thence N. 75-31 W., 10 feet to an iron pin in the line of property now or formerly of Nannie M. Sitton and L. W. Price; thence N. 14-29 E., along the property now or formerly of L. W. Price 96.2 feet to the beginning corner. This is the same property conveyed to the mortgagors by deed of Thomas D. Croft and Elizabeth W. Croft dated April 30, 1980 and being recorded herewith. This is also the property conveyed to Thomas D. Croft and Elizabeth W. Croft by deed of Blanche F. Walker dated June 14, 1977 and recorded in the RMC Office for Greenville County in Deed book 1058 at page 895. This mortgage is second and junior in lien to that certain mortgage to First Federal Savings and Loan Association in the amount of \$50,988.20, dated April 30, 1980 and recorded herewith.

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.