

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, E. E. SAMS

(hereinafter referred to as Mortgagor) is well and truly indebted unto DEMPSEY CONSTRUCTION COMPANY, INC.,

(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

Three Thousand One Hundred Seventy-five and 20/100 - - - - - Dollars (\$ 3, 175. 20 ) due and payable in monthly installments in the sum of \$20. 00 each, including both principal and interest, commencing on November 13, 1962 and continuing through September 13, 1965, and thereafter in monthly installments in the sum of \$45. 00 each, including both principal and interest, on the 13th day of each and every month until paid in full, all payments to be applied first to interest at the rate of six per cent (6%) per annum with balance to principal with interest thereon from date at the rate of six (6%) 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, on the northern side of Oil Mill Road, being known and designated as Lot No. 5 on a Plat of the Property of Central Realty Corporation, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book B at page 82 and having according to said Plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Oil Mill Road 101. 4 feet from the northeastern intersection of Oil Mill Road with the Old White Horse Road, joint front corner of Lots Nos. 1 and 5, and running thence N. 1 - 32 E. 154. 4 feet to an iron pin; thence along the line of Lot No. 4 N. 85 - 48 E. 60 feet to an iron pin; thence along the line of Lot No. 6 S. 1 - 32 W. 145. 3 feet to an iron pin on the northern side of Oil Mill Road; thence along said side of Oil Mill Road S. 77 - 22 W. 61. 3 feet to an iron pin the beginning corner.

The within Mortgage is junior in lien to that certain Mortgage covering the above described property executed by Gilbert Strickland to Canal Insurance Company, dated July 27, 1946 and recorded in the R. M. C. Office for Greenville County, S. C., in Mortgage Book 354 at page 187, upon which there is a present balance due in the sum of \$1, 024. 80.

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.