MORTGAGE OF REAL ESTATE

600K 952 PASE 124

TO ALL WHOM THESE TREETENES MAY CONCERN:

OLLIE FAMILISWERTH R. M.C.

WHEREAS, John Henry Harris and Mary C. Harris

(hereinafter referred to as Mortgagor) is well and truly indebted un to Michael Allen Mortgage Service Co.

(hereinafter referred to as Mortgages) 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 Nine and no/100-----
Dollars (\$ 3,109.00) due and payable

in sixty (60) equal monthly installments of Fifty-Nine and 72/100 (\$59.72) Dollars each, beginning on the <u>first</u> day of April, 1964, and on the <u>first</u> day of each and every month thereafter until paid in full, which amount includes interest and costs,

maturity
with interest thereon from XXXXX at the rate of six(6%) per centum per annum, to be paid: annually

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and asserted.

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ALL that piece, parcel, or lot of land situate in Austin Township, Greenville, County, State of South Carolina, being designated as a portion of Lot No. 2, of the James M. Tolbert property as shown on a plat of said property by C. O. Riddle, R. L. S., dated January 21, 1959, containing one-half acre and having the following courses and distances, to-wit:

BEGINNING at a stake on the Southwest side of the Old Laurens Road, corner of other portion of Lot No. 2, and being 80.6 feet from corner of Lot No. 1 and running thence along said Old Laurens Road, S. 67-14 E. 80.6 feet to a stake; thence S. 23-51 W. 502.3 feet along the line of the James M. Tolbert property to an iron pin; thence S. 80-00 W. 6.2 feet to a stake; thence N 4-40 E. 527.6 feet to the point of beginning, and bounded on the North by Old Laurens Road, on the West by Malinda Harris, on the East by James M. Tolbert, and on the South by Foster property.

This mortgage is junior in rank to the mortgage executed by the mortgagors to Modern Homes Construction Company, recorded in the R. M. C. Office for Greenville County, South Carolina, in Mortgage Book 869, Page 383.

Together with all and singular rights, members, herditaments, 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 thereform, 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.

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