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JOHN M. DILLARD, Attorney at Law, Greenville, S. C. STATE OF SOUTH CAROLINA 25 [1 59 AM 1964]

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

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OLUE FRANKWORTH TO ALL WHOM THESE PRESENTS MAY CONGERN. E. M.O.

WHEREAS,

JAMES W. McCLENDON

(hereinafter referred to as Mortgagor) is well and truly indebted unto

EUGENE RACKLEY

(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

Six Hundred and no/100----- \$\text{\$600.00}\$

) due and payable

one year from date

with interest thereon from date at the rate of 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 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 lot of land with improvements situate on the western side of Greenway Court in Greenville County, South Carolina being shown and designated as Lot No. 15 on a plat of Collinwood Park made by J. C. Hill, Reg. L. S., dated October, 1962, and recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book CCC, Page 27, reference to which plat is hereby craved for a more complete description of said property.

This Mortgage is junior in lien to that certain mortgage given by James W. McClendon to Carolina Federal Savings and Loan Association of Greenville, South Carolina of even date herewith.

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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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SATISFIED AND CANCELLED OF RECORD

DAY OF

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 7: 7 O'CLOCK M. NO