FILED GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE—Offices of MANN & BRISSEY, Attorneys at Law, Greenville, S. C. STATE OF SOUTH CAROLINA R. 13 11 30 MM

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EB 13 COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Clifton Spears and Mildred C. Spears,

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

Jack McElreath and Bonnie T. McElreath

(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

Two Thousand Four Hundred Twenty-Nine and No/100----- Dollars (\$ 2,429.00) due and payable Due and payable at the rate of Eight Hundred and No/100 (\$800.00) Dollars per year, the first payment being due and payable on or before one year from date together with interest at the rate of 6% due and payable yearly. Balance due three (3) years from date.

with interest thereon from

date

at the rate of

six per centum per annum, to be paid: yearly

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 e of South Carolina, County of Greenville, Town of Mauldin, on the northeastern side of Bethel State of South Carolina, County of Drive and being known and designated as Lot No. 17 of the Property of Wm. R. Timmons, Jr. recorded in the R. M. C. Office for Greenville County in Plat Book "BBB", at Page 15 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northeastern side of Bethel Drive, joint front corner of Lots Nos. 16 and 17 and running thence with the northeastern side of Bethel Drive S. 55-18 E. 164.3 feet to an iron pin in the center of a branch; thence N. 8-26 W. 47.8 feet; thence continuing with the branch N. 60-49 E. 65.2 feet to a point; thence continuing with the branch N. 21-49 E. 65.7 feet to a point; thence N. 47-51 W. 124.2 feet to a point at the joint rear corner of Lots Nos. 16 and 17; thence S. 42-09 W. 175 feet to the point of beginning.

This is a second mortgage, being junior in lien to that first mortgage to Palmetto Savings & Loan Association dated June 16, 1965 in the original amount of \$14,600.00 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 998, at Page 115.

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.

FOR SATISFACTION TO THE MORTGAGE SEB

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