

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



BOOK 1129 PAGE 07

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, David A. Dirton and Edna W. Dirton

(hereinafter referred to as Mortgagor) is well and truly indebted unto J.C. Robinson

(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

One Thousand Seven Hundred Eighty-Five and 00/100 Dollars (\$1,785.00) due and payable at the rate of \$100.00 per month, commencing July 15, 1969 and thereafter on the 15th day of each and every succeeding month until principal and interest are paid in full, the right to anticipate payment without penalty being reserved,

with interest thereon from date at the rate of 7% 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 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 North side of Jenkins Street, having the following metes and bounds: Beginning at a stake at the corner of White's lot on Jenkins Street, thence with said street 46 feet 7 inches to stake corner; thence along line of property formerly of Sandy Johnson and Ansel Nesbit lot which they reserved to stake at corner of formerly Joe D'Oyley's lot; thence along his line to stake at White's corner 46 feet 7 inches; thence along White's line to the BEGINNING corner."

ALSO:

"ALL that certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid, in the City of Greenville, and having the following metes and bounds to-wit: BEGINNING at the intersection of Jenkins Street and Greene Avenue, thence North 25-6 with Greene Avenue 50 feet to a stake; thence in a westerly direction all-nearly right angles to Greene Avenue and parallel to Jenkins Street 122 feet to a stake on line of lot of James Mills; thence in a Southeasterly direction along line of said lot 50 feet to Jenkins Street; thence with Jenkins Street 122 feet to the BEGINNING corner."

This conveyance is made subject to any restrictions, rights-of-way, or easements that may appear of record, on the recorded (plat) or (plats) or on the premises.

These lots are shown on the Auditor's Block Book of 86-2-15 & 16.

This being the identical property conveyed to David A. and Edna W. Dirton by deed dated January 9, 1968, of record in Deed Volume 836, at page 326, R.M.C. Office for Greenville County, South Carolina.

The lien of this mortgage is second only to that certain real estate mortgage executed by David A. Dirton and Edna W. Dirton in favor of J. C. Robinson on December 12, 1968, of record in Volume 1112, at page 225, in the office of the R.M.C. for Greenville County, South Carolina.

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.