FILED : GREENVILLE CO. S. C. STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE CT 19 10 25 1H 772

BOOK 1254 PAGE 91

MORTGAGE OF REAL ESTA

TO ALL WHOM THESE PRESENTS MAY CONCERN: ELIZABETH RIDDLE R.M.C.

WHEREAS, We, Jack L. Childers and Patricia B. Childers, are

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

Dan L. Cunningham

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which an incorporated herein by reference, in the sum of . Twenty-Eight Hundred and No/100-----Dollars (\$ 2,800.00) due and payable

Fourteen Hundred and No/100 (\$1400.00) Dollars on the day of June, 1973, plus interest, and Fourteen Hundred and No/100 (\$1400. 00) Dollars on the day of June, 1974, plus interest

with interest thereon from date at the rate of SEVEN (7% or 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 Mortgages 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 assions:

"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, in the City of Greenville, being known and designated as Lot 105 Augusta Road Ranches as shown on plat recorded in the R. M. C. Office for Greenville County in Plat Book M at Page 47 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Beck Avenue at the joint front corner of Lots 105 and 106 and running thence along the joint line of said lots, S. 89-47 W. 60 feet to an iron pin; thence N. 0-13 W. 242.1 feet to an iron pin; thence N. 72-28 E. 62.8 feet to an iron pin; thehce S. 0-13 E. 260.8 feet to the beginning corner; being the same conveyed to us by Richard F. Childress by deed dated October 10, 1963 and recorded in the R.M.C. Office for Greenville County in Deed Vol. 733 at Page 364.

It is understood and agreed that this mortgage is junior in lien to a mortgage executed in favor of C. Douglas Wilson & Co.

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 saized 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 fawfully claiming the same or any part thereof.