

MORTGAGE OF REAL ESTATE, Thomas C. Brissey, Attorney at Law, 110 Manly St., Greenville, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS SHALL COME

WHEREAS, Charles M. Hines and Barbara N. Hines

hereinafter referred to as Mortgagor) is well and truly indebted unto Marvin A. Mills and Joe D. Howell

hereinafter referred to as Mortgagee) as evidenced by the Mortgage's promissory note of execution bearing the date of which are incorporated herein by reference, in the sum of Seventeen Thousand Two Hundred Forty-Two and 57/100-----
Dollars \$ 17,242.57 due and payable

at the rate of \$540.56 per month beginning November 16, 1974 and continuing on the 16th day of each and every month thereafter until paid in full; payments to be applied first to interest and balance to principal

with interest thereon from _____ date _____ at the rate of eight per centum per annum, to be paid monthly.

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes.

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the advanced debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee 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 Mortgagee 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, hereinafter described therein, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as the northern one-half portion of Lot No. 4 of Property of James M. Edwards according to a plat prepared by Dalton & Neves, dated November, 1938, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the northwestern side of U. S. Highway No. 29 at the corner of property heretofore owned by W. E. Harvey and running thence along the line of said Lot, N.47-00 W. 207.4 feet to an iron pin; running thence N.43-00 E. 105 feet to an iron pin at the corner of Lot No. 3 and the northern half of Lot No. 4; running thence S.47-00 E. 207.4 feet to an iron pin on U. S. Highway No. 29; running thence with U. S. Highway No. 29, S.43-00 W. 105 feet to the point of beginning.

This is a second mortgage subject only to a first mortgage to First Federal Savings & Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 1197 at Page 319 in the original amount of \$30,000.00 and having a present balance of \$27,757.43.



Together with all and singular rights, members, benefits, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and building 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 Mortgagee covenants that it is lawfully seized of the premises hereinafore described in fee simple absolute, that it has good right and is lawfully and lawfully to sell, convey or transfer the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee, its heirs, successors and assigns against the Mortgagee, and all persons who may lawfully claiming the same or any part thereof.