

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUN 13 4 51 PM '75

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, We, Richard H. Leggett and Doris W. Leggett,

(hereinafter referred to as Mortgagor) is well and truly indebted unto John J. McLario,

(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 Thousand and Five Hundred -----

-----00/100 Dollars (\$ 6,500.00) due and payable

with interest thereon from April 4th, 1975 at the rate of 9 per centum per annum, to be paid on or before April 4th, 1978. Interest to be paid every six months beginning October 4th, 1975. With the privilege of paying any or all of the principal at any time.

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, to-wit:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, known and designated as Lots 17, 18 and 19 of Farr Estates according to a plat of said property made by W. J. Riddle, October 1941, and recorded in the RMC Office for Greenville County on Plat Book L, at page 131, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on Lake View Dr. (formerly known as Putman Road) at the joint front corner of Lots 20 and 19, and running thence along LAKE VIEW DR. the following courses and distances: N84-30 E 334.5 feet, N 70-30 E 188 feet, N 61 E, 100 feet, N 35-45 E 150 feet, N 8-10 E 100 Feet to the eastern corner of Lot 17; thence N 50-15W 484 feet; thence S 65-30 W 626.7 feet; thence S 31 E 490 feet to the point of beginning.

Less, however, the eastern corner of Lot 17 previously conveyed to Thadeous P. Traynham in a deed recorded in the RMC Office for Greenville County in Deed Book 602 at page 487 and the southern portion of Lot No. 18 and a small triangular portion of Lot 17 previously conveyed to Samuel Claude Pou by deed recorded in the RMC Office for Greenville County S.C. in Deed Book 517, page 168.

Together with the right and easement over a strip fifteen(15) feet width along the entire western boundary of the lot conveyed by Kathryn T. Sims to Samuel Claude Pou all of which is more fully shown in that deed which is recorded in Deed Book 783, page 301.

This is the same property conveyed to us by deed of Barbara S. Hughes May 12th, 1966 and recored in the RMC Office for Greenville County in Deed Book 798 at page 261 and 262 and is junior in rank to that mortgage given by Barbara S. Hughes to Leroy's Inc. in the original amount of \$26,000, dated Sept. 30, 1965, recorded in the RMC Office for Greenville County in Mortgage Book 1009, page 429 with a current balance of \$19,644.60. and is junior in rank to mortgage given by the mortgagors to Southern Bank and Trust Co. dated July 30 1969 in the original amount of \$45,000. recorded in the RMC Office for Greenville County in Mortgage Book 1132, page 550, on which there remains an unpaid balance of \$2,392.52, and is junior to a mortgage given to Harold J. Sealy dated July 24, 1973 in the original amount of 29,691. and recorded in the RMC Office for Greenville County in Mortgage Book 1285, page 493, on which there remains a balance of \$21,451.



Together with all and singular rights, members, hereditaments, 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 lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all 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.