

RECORD

BOOK 25 PAGE 223
BOOK 1311 PAGE 737

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAY 28 11 10 AM '74
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Clair Daniel Pitts, Jr., am

(hereinafter referred to as Mortgagor) is well and truly indebted unto Cothran-Sims-Barker, Inc. and The Furman Company

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in pin on the west side of Elaine Avenue; thence with said Avenue, S. 31-19 E. 75 feet to an iron pin at the point of beginning;

It is understood and agreed that this mortgage is junior in lien to that certain mortgage given to Collateral Investment Company by Genell L. Adams and recorded in the R. M. C. Office for Greenville County in Mortgage Book 1055 at Page 243 and is also junior to that certain mortgage given by the mortgagor to Ada S. Jenkins in the sum of \$5,581.02 on May 2, 1974.

FILED
GREENVILLE CO. S. C.

AUG 9 11 53 AM '74
DONNIE S. TANKERSLEY
R.M.C.

*Paid in full
this date July 31, 1974
Ada S. Jenkins
Cothran-Sims-Barker, Inc.*



THE FURMAN COMPANY
PAID IN FULL
CHEROS & PATTERSON
By: *Roy E. Turner*
Roy E. Turner
Executive Vice President

RECORDING FEE
PAID \$ 2.72
CHEROS & PATTERSON

Witness: *Arby D. Duddick*

3990

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.

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