

FILED  
GREENVILLE, S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DEC 9 2 32 PM 1963

OLIVE BRUNNEN  
H.M.S.

WHEREAS, I, J. W. Pitts

(hereinafter referred to as Mortgagor) is well and truly indebted unto Robert E. Garlington

(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

Fifteen Hundred and no/100 - - - - - Dollars (\$1500.00 ) due and payable

\$15.00 per month beginning 30 days after the date of a note and mortgage to be given by J. W. Pitts to First Federal Savings & Loan Association and a like amount each successive 30 days until paid in full, payments to apply first to interest and balance to principal, mortgagor reserving the right to anticipate the whole amount or any part thereof at any time with interest thereon from date at the rate of SIX (6%) per centum per annum, to be paid monthly.

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, and according to plat made by Ethan C. Allen, Surveyor, recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Garlington Road at the joint corner of property of J. L. McAlhaney and running thence with the McAlhaney line N. 60 W. 150 feet; thence N. 43-30 E. 253 feet to an iron pin on a fifty-foot unnamed street; thence with said street S. 56 E. 119 feet to curve at the intersection of said street with Garlington Road, the extension of said line to Garlington Road being 495 feet, more or less, from the intersection of Garlington Road with Shamrock Lane; thence with the curve of said intersection, the chord of which is S. 5-47 E. 44.6 feet to a point of Garlington Road; thence with Garlington Road S. 44-27 W. 95.6 feet; thence continuing with Garlington Road S. 45-22 W. 113 feet to the point of beginning.

It is understood and agreed that the mortgagor herein is to execute a note and mortgage to First Federal Savings & Loan Association of Greenville, S. C. and when so executed and recorded, the same shall constitute a first mortgage on the premises herein described and this mortgage shall be subordinated to said mortgage and shall then constitute a second lien on the premises herein described. Said mortgage in favor of First Federal Savings and Loan Association of Greenville is in the original sum of \$13,000.00, and dated mortgage is dated December 5, 1963.

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 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.

For Minutes See P. 2 & 3 of Book 943 Page 505