

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

JUN 22 10 07 AM '72 ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH  
R. H. C.

WHEREAS, We, David L. Herring and Gayle K. Herring, are

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

Betty H. Bayne

(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 Seven Thousand, Five Hundred and No/100-----  
-----Dollars (\$ 7, 500.00 ) due and payable

Due and payable on or before July 31, 1972, without interest

with interest thereon from date at the rate of \_\_\_\_\_ per centum per annum, to be paid:

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, situate on the eastern side of Childress Drive and being shown as Lot 9, Block 1, Sheet B13.4 on the County Block Book and described as follows:

"BEGINNING at an iron pin on the eastern side of Childress Drive at the corner of lot conveyed to Eugene Isenhour and running thence with rear line of said lot, N. 56-26 E. 108 feet to iron pin in line of lot now formerly of James Carlos Bayne; thence with line of said lot in a northwesterly direction 30.1 feet, more or less, to iron pin; thence continuing with the rear line of said lot, N. 42 E. 123 feet to iron pin; thence N. 30 W. 159 feet to an iron pin; thence S. 63-40 W. 305.2 feet to iron pin in center of Childress Drive; thence along the center of Childress Drive approximately S. 46-28 E. 361 feet, more or less, to iron pin at corner of Isenhour lot, the point of beginning;

It is understood and agreed that this mortgage is junior in lien to that mortgage executed by the mortgagors to First Federal Savings and Loan Association of Greenville in the sum of \$27,600.00, dated June 22, 1972, to be recorded simultaneously with this mortgage.

Together with all and singular rights, members, hereditaments, 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.