MORTGAGE OF REAL ESTATE—Offices of PYLE & PYLE, Attorneys at Law, Greenville, S. C.

BOOK 1253 PAGE 385

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
GREENVILLE CO. S. C.
10 10 53 AM '72
ELIZABETH RIDDLE
R.M.C.

WHEREAS, ---Kasper F. Fulghum---

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. B. Scoggins----

(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 --Twenty-One Thousand and No/100 ($21,000.00)---------- Dollars ($ _____) due and payable

$6,090.00 on or before December 31, 1973 and the balance of $14,910.00 due on or before January 15, 1973.

~~with interest thereon from date hereof at the rate of~~ ~~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, being shown and designated as .49 acres on plat of Property of W. B. Scoggins, plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4W, Page 13 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Mauldin Road at the intersection of Mauldin Road and Lydia Street and runs thence along Mauldin Road N. 40-12 W. 91.6 feet to an iron pin; thence N. 47-22 W. 100 feet to an iron pin; thence N. 54-36 W. 18.4 feet to an iron pin; thence S. 36-58 W. 87.5 feet to an iron pin; thence S. 17-03 E. 116 feet to an iron pin on Lydia Street; thence along Lydia Street N. 72-08 E. 168.5 feet to an iron pin, the point of beginning.

This mortgage is junior in lien only to that certain mortgage given by mortgagor to South Carolina National Bank in the amount of $64,000.00, being dated and recorded simultaneously herewith.

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.