MORTGAGE OF REAL ESTATE

OF ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Ben C. Sanders, of Greenville County, am

(hereinafter referred to as Mortgagor No well and truly indebted unto

Frank Ulmer Lumber Company, Inc.

(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 Four Thousand, Five Hundred Eighty-Four and 10/100-----

Dollars (\$ 4, 584. 10 ) due and payable

due and payable when the mortgaged premises are sold or two years from date, whichever event occurs first

with interest thereon from date

at the rate of seven (70'p) centum per annum, to be paid: maturity

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 known and designated as Lot No. 33 of

Devenger Place, Section No. 1, as shown on plat thereof prepared by Dalton & Neves Company, Engineers, dated October 1973, recorded in the R. M. C. Office for Greenville County in Plat Book 4X at Page 79, and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the southwestern side of Longstreet Drive, joint front corner of Lots Nos. 33 and 34, and running thence with the joint line of said lots, S. 41-26 W. 157.5 feet to an iron pin on the line of Lot No. 32; thence along the line of that lot, N. 48-18 W. 100 feet to an iron pin on the southeastern side of Devenger Place; thence along the southeastern side of Devenger Place, N. 41-42 E. 144.5 feet to an iron pin; thence along the intersection of Devenger Place with Longstreet Drive, S. 89-52 E. 33.2 feet to an iron pin on the southwestern side of Longstreet Drive; thence along the southwestern side of Longstreet Drive; S. 41-25 E. 75 feet to the beginning corner;

It is understood and agreed that this mortgage is junior in lien to that certain mortgage executed by the mortgagor to First Federal Savings and Loan Association of Greenville in the original sum of \$41,000.00, dated July 19, 1974, and recorded in the R. M. C. Office for Greenville County

5, 1.84



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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