

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

LEATHERWOOD, WALKER, TODD & WAIN

1356 598

MORTGAGE OF REAL ESTATE
WHOM THESE PRESENTS MAY CONCERN:

DEC 23 2 35 PM '75

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, R. L. Rucker and Susan F. Rucker

(hereinafter referred to as Mortgagor) is well and truly indebted unto American Service Corporation of South Carolina

(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

Three Thousand Five Hundred and No/100ths ----- Dollars (\$3,500.00) due and payable
one year from date or upon the sale by the Mortgagors of the property hereinafter described whichever shall occur sooner

with interest thereon from date at the rate of 8% per centum per annum, to be paid: quarterly

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

ALL that certain piece, parcel or lot of land situate, lying and being in the City of Simpsonville, County of Greenville, State of South Carolina being known and designated as Lot No. 55 and part of Lot No. 54 on a plat of Powder Horn Subdivision recorded in the RMC Office for Greenville County in Plat Book 4X, Page 95 and having, according to a plat of Lot No. 55 and part of Lot 54 by Piedmont Engineers, Architects & Planners dated September 16, 1975, the following metes and bounds to wit:

BEGINNING at a point on the Southeastern side of a cul-de-sac at the Southern end of Canebreak Lane which point is at the joint front corner of Lot No. 56 and Lot No. 55 and running thence with the curve of said cul-de-sac the following courses and distances: N. 23-35 E. 30 feet, N. 11-16 W. 30 feet, and N. 37-50 W. 15.7 feet; thence along the Eastern side of Canebreak Lane, N. 29-27 E. 49.1 feet and N. 45-13 E. 28 feet to a point; thence leaving Canebreak Lane and running S. 36-07 E. 53.8 feet; thence S. 57-26 W. 27 feet; thence S. 16-40 E. 31.5 feet; thence S. 70-28 W. 50 feet; thence S. 36-28 E. 69 feet; thence S. 26-38 W. 124.6 feet to a point which is the joint rear corners of Lot No. 56 and Lot No. 55; thence N. 40-31 W. 140 feet along the common line of said lots to the point of beginning.

This Mortgage is understood and agreed to be junior in rank and priority to that certain Mortgage of even date herewith given by the Mortgagors herein to South Carolina Federal Savings & Loan Association in the original amount of \$32,000.00.



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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