

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, ANTHONY FRANCO and MARY FRANCO

(hereinafter referred to as Mortgagor) is well and truly indebted unto ANTHONY N. FRANCO

(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 TEN THOUSAND AND NO/100 (\$10,000.00)

Dollars (\$10,000.00) due and payable

in equal monthly installments of Seventy-Five (\$75.00) Dollars each, commencing on the 1st day of June, 1976, and on the 1st day of each and every month thereafter, until paid in full,

with interest thereon from date at the rate of 5% 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, being shown and designated as Lot 436, on a Plat of Section 4 of Belle Meade, made by Dalton & Neves, Engineers, dated June, 1959, and recorded in the R.M.C. Office for Greenville County, in Plat Book QQ, at Page 103, and having, according to said Plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southeastern side of Pine Creek Court at the joint front corners of Lots 436 & 437, Section 4, and running thence with the line of Lot 437 S.57-42 E.194 feet to an iron pin; thence S.32-08 W.80 feet to an iron pin at the joint rear corner of Lots 435 and 436; thence along the common line of said Lots N.57-42 W.194 feet to an iron pin on Pine Creek Court; thence, along the eastern side of Pine Creek Court N.32-08 E.80 feet to the point of beginning.

This mortgage is junior and inferior to a certain mortgage recorded in the RMC Office for Greenville County in R.E.M. Book 1055, at Page 59, in favor of C. Douglas Wilson & Co.



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.

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