

2620 Burnt Hickory Road
Marietta, Georgia 30064

FILED
GREENVILLE CO. S. C.

BOOK 1375 PAGE 493

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James A. Martin and Jean B. Martin

(hereinafter referred to as Mortgagor) is well and truly indebted unto Grover B. Walters and Sara R. Walters

(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

Fifteen Thousand Dollars (\$15,000.00) due and payable

with interest thereon from Sept. 1, 1976, at the rate of seven per centum per annum, to be paid: in monthly installments of \$174.17 beginning on the first day of September, 1976, and continuing on the first day of each month thereafter until paid in full.

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:

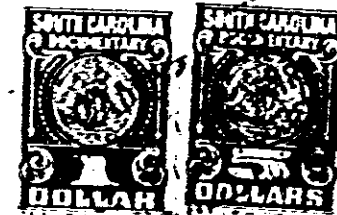
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, on the southern side of Berryhill Road, near the City of Greenville and being shown as Lot No. 99 on a Plat of Section II of Lake Forest, recorded in Plat Book EE, page 71A, and, according to said plat, having the following metes and bounds:

BEGINNING at an iron pin on the southern side of Berryhill Road at the corner of Lot Nos. 99 and 100, and running thence with the line of said lots, S. 26-34 W. 228 feet passing an iron pin to the center of Brushy Creek; thence meandering with the center of Brushy Creek as the line, the traverse of which is S. 75-19 E. 145.1 feet, to a point at the joint rear corner of Lot Nos. 98 and 99; thence with the common line of said lots passing an iron pin, N. 18-42 E. 211 feet to an iron pin on Berryhill Road; thence with the curve of Berryhill Road, the chord of which is N. 66-56 W. 115 feet to the point of beginning.

DERIVATION: This is the same property conveyed by Grover B. Walters and Sara R. Walters to James A. Martin and Jean B. Martin as recorded in the RMC Office for Greenville County in Deed Book 1041, Page 266.

THE within mortgage is secondary and junior in lien to a mortgage given Fidelity Federal Savings and Loan Association as recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 883, Page 380, said first mortgage having been assumed by the Mortgagor's herein as shown by a Modification and Assumption Agreement with Fidelity Federal Savings and Loan Association of even date, recorded in the RMC Office for Greenville County, South Carolina.



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.

3
2
7
0

4928 R.V.2