

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AUG 24 4 06 PM '77

MORTGAGE OF REAL ESTATE

CONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, MARTIN D. LAWLESS AND CATHERINE H. LAWLESS

(hereinafter referred to as Mortgagor) is well and truly indebted unto CITIZENS BUILDER MART, 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 **Five Thousand One Hundred Eighty-six and 31/100**

Dollars (\$ 5,186.31) due and payable

February 24, 1977

with interest thereon from _____ date _____ at the rate of **eight** per centum per annum, to be paid: **with principal**

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 northwestern side of Locke Drive and being known and designated as Lot No. 3 on a Plat of Section Five, Knollwood Heights, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-R at pages 91 and 92 and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern edge of Locke Drive at the joint front corner of Lots Nos. 3 and 4 and running thence along a line of Lot No. 4 N. 63-17-00 W., 305.11 feet to a point; thence N. 44-20-00 E., 104.92 feet to a point; thence along a line of Lot No. 2, S. 63-17-00 E., 283.50 feet to a point on the northwestern edge of Locke Drive; thence along the northwestern edge of Locke Drive S. 32-18-39 W. 84.59 feet to a point; thence continuing along the curve of the northwestern edge of said Drive, the chord of which is S. 33-33-51 W. 15.92 feet to the beginning corner.

THIS is the same property conveyed to the Mortgagor by Deed recorded in the RMC Office for Greenville County in Deed Book 1029 at page 504 and dated December 19, 1975.

THIS is a second Mortgage, junior in lien to that certain Mortgage given by the Mortgagor herein to United Federal Savings and Loan Association of Fountain Inn, South Carolina in the amount of Thirty-five Thousand Six Hundred and No/100 (\$35,600.00) Dollars, dated December 19, 1975 and recorded in the RMC Office for Greenville County in REM Book 1356 at page 980.



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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