

MORTGAGE - INDIVIDUAL FORM -
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.
JOHN M. DILLARD, P.A., GREENVILLE, S. C.
EP 9 2 03 PM '77
DONNIE S. FAVERLEY
R.M.C.

Rt. 1, Barton Rd.
Taylors, S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, George A. Formoe and Gwendolyn F. McCurdy

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sam T. Staggs

(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 and no/100----- Dollars (\$ 3,000.00) due and payable

As set forth in the note secured hereby of even date

with interest thereon from ~~date~~ maturity at the rate of 8% per centum per annum, to be paid: on demand

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 piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, Highland Township, about one mile north of the Camp Creek Baptist Church on the south side of the Pack's Mountain Road, also known as Barton Road, containing in the aggregate 8.5 acres and being shown on plats of the PROPERTY OF JOHN W. EGGLESTON made by Terry T. Dill, RLS, dated November 25, 1975, recorded in the RMC Office for Greenville County, S.C. in Plat Book 4-0, pages 300 and 301, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point in the center line of the Pack's Mountain Road at the corner of property owned by Sam T. Staggs and running thence with the center line of said Road, N. 85-00 E., 53 feet to a point in the center line of said Road; thence along the line of property now or formerly owned by Ponder, S. 26-30 E. 102 feet to an iron pin; thence continuing along said line S. 07-30 E., 1020 feet to an iron pin; thence continuing along the line of said property S. 07-30 E., 400 feet to an iron pin; thence along the line of property owned by Sam T. Staggs S. 88-43 W. 400 feet to an iron pin; thence N.05-26 W., 225 feet to a point; thence on a curve around a private driveway the chords are N. 29-05 E., 70 feet, N. 09-42 W., 40 feet and N. 44-13 W., 80 feet to a point on the line separating a 4.9 from a 3.60 acres tract; thence N. 86-43 E. approximately 35 feet to a point on the line of said 4.9 acres tract; thence along the edge of said driveway N. 45-30 W., 465 feet to an iron pin; thence N. 86-43 E., 603 feet to an iron pin; thence N. 07-30 W. 661 feet to a point; thence N. 26-30 W., 115 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of John W. Eggleston and Jane Eggleston of even date herewith, to be recorded.

The within mortgage is junior in lien to a mortgage covering the above described property recorded in Mortgage Book 1377, Page 344, given to First Federal Savings and Loan Association in the original sum of \$43,100.00.



Together with all and singular rights, members, herditaments, 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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