

UNRECORDED

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BOOK 1389 PAGE 551

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, James M. Greene Jr. and Carolyn M. Greene

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mamie K. James Estate

(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 Two Thousand Eight Hundred and NO/100

Dollars (\$ 2,800.00) due and payable

on or before two years from date, mortgagors shall have right and privilege of prepayment in whole or part at any time without penalties,

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 Greenville, in the City of Greer, on the western side of Davenport Avenue, as shown on plat entitled "Property of Mamie K. James Estate" prepared by R.D. Wooton, Jr., R.L.S., dated Feb. 8, 1977, and to be recorded herewith, reference to said plat hereby made and pleaded for a more complete description, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at large Oak Tree on Western side of Davenport Av. and runs thence S. 16-15 W. 50 feet to Large Oak Tree; thence N. 73-03 W. 7.59 feet to new iron pin; thence S. 16-05 W. 25.33 feet to new iron pin; thence along line of other James property, (new line) N. 73-03 W. 97.5 feet to new iron pin; thence another new line N. 16-05 E. 25.33 feet to new iron pin; thence N. 73-03 W. 12.0 feet to new iron pin; thence as new rear line, N. 16-05 E. 50 feet to new iron pin; thence S. 73-03 E. 117.24 feet to large oak tree, the beginning corner.

Subject to all restrictions, rights of way, easements, sidewalks, roadways and zoning ordinances of record, on the recorded plats or on the premises, if any.

This is that same property conveyed to Mortgagors by deed of Mortgagee dated this date and to be recorded herewith.

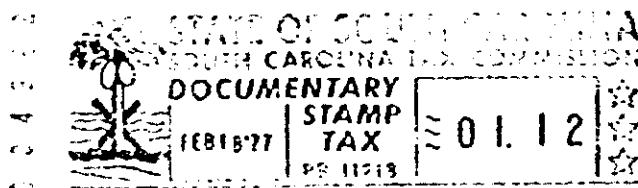
This mortgage is secondary to that mortgage executed to Family Federal Savings & Loan Association dated this date, and to be recorded herewith.

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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.

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