

FILED  
GREENVILLE, CO. S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

APR 15 2 33 PM '77  
CORNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1394 PAGE 765

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Carl S. Matheny, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Carl S. Matheny, Sr. and Sue B. Matheny 18 Ashford Ave., Greenville, S.C.

(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 Four Thousand and no/100 Dollars (\$ 4,000.00) due and payable

Five years from date

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 known and designated as Unit No. B-11, of Middleton Place Horizontal Property Regime as is more fully described in Master Deed dated August 31, 1976, and recorded in the RMC Office for Greenville County, S.C. in Deed Book 1042 at Pages 230 through 296, inclusive, and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book 5R at Pages 87A through 87D.

This is the identical property conveyed to the mortgagor by deed of William N. Miller, Jr. and Joe W. Hiller recorded in the RMC Office for Greenville County in Deed Book 1048 at Page 298 dated December 22, 1976.

This is mortgage is second and junior in lien to that certain mortgage held by Fidelity Federal Savings & Loan recorded in Mortgage Book 1385 at Page 778 in the RMC Office for Greenville County dated December 22, 1976 in the original amount of Fourteen Thousand Two Hundred and no/100 Dollars (\$14,200.00).

REC-77

DOCUMENTS TAX STAMP

250 AM

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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