

FILED GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA JUL 25 3 26 PM '77  
COUNTY OF GREENVILLE DONNIE S. TANKERSLEY R.M.C.

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MAX E. HOOVER AND HELEN F. HOOVER,

(hereinafter referred to as Mortgagor) is well and truly indebted unto JANICE H. WALKER,

(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 THREE HUNDRED AND No/100----- Dollars (\$ 2,300.00 ) due and payable

as set out in Note of even date herewith

with interest thereon from June 1, 1977 at the rate of 7 1/2 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, City of Greenville, being known and designated as Lot No. 94 and a portion of Lot No. 95 as shown on plat of Langley Heights Subdivision, prepared by Dalton and Neves, dated June, 1937, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book N, at pages 132 and 133, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeast side of Hawthorne Lane at the joint front corner of Lots No.s 94 and 95 and running thence along the line of Lot No. 95 N. 39-51 E. 361.4 feet to a point in the center of Brushy Creek; thence S. 63-50 E. 65 feet to an iron pin in the center of Brushy Creek at the corner of Lot No. 94; thence with the line of Lot No. 94 S. 41-50 W. 375.6 feet to an iron pin on the northeast side of Hawthorne Lane; thence along the northeast side of Hawthorne Lane N. 51-41 W. 50 feet to the beginning corner.

ALSO, the southern one-half of Lot No. 95 situate on the southeast side of Hawthorne Lane being more particularly described as follows:

BEGINNING at an iron pin at the joint front corner of Lots No. 94 and 95 and running thence with Hawthorne Lane N. 61-30 W. 25 feet to a point; thence down the middle of Lot No. 95 approximately 358.9 1/2 feet to a creek; thence with said creek S. 63-50 E. 30 feet to the rear joint corner of Lot Nos. 94 and 95; thence S. 39-51 W. 361.4 feet to an iron pin at the joint corner of Lot Nos. 95 and 94, the beginning corner.

BEING the same property conveyed herein by deed of Clyde C. and Etoliah Williams dated June 17, 1977, and recorded in the RMC Office for Greenville County, in Deed Book 1058, page 799.

THIS IS A SECOND MORTGAGE, JUNIOR in lien to that certain mortgage given by the Mortgagors herein to Fidelity Federal Savings and Loan Association, recorded in the RMC Office for Greenville County, South Carolina, in REM Book 1401, at page 403.

RECORDED IN R.M.C. BOOK 1405 PAGE 66  
PB. 11218

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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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