

MORTGAGE OF REAL ESTATE - Office of ^{FILED} BRADLEY MORRAH, JR., Attorney at Law, Greenville, S. C.
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AUG 19 11 07 AM '77

MORTGAGE OF REAL ESTATE

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DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, H. E. BUSH AND EDNA C. BUSH

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. N. FORREST and PAULINE H. FORREST

(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 One Hundred Twenty Thousand and no/100

Dollars (\$120,000.00) due and payable

In equal monthly installments of \$1,112.43 on the 1st day of each and every month until paid in full, with the first such payment due and owing October 1, 1977 and the final payment due and owing September 1, 1992; payments applied first to interest, balance to principal.

with interest thereon from date at the rate of 7-1/2 per centum per annum, to be paid monthly.

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:

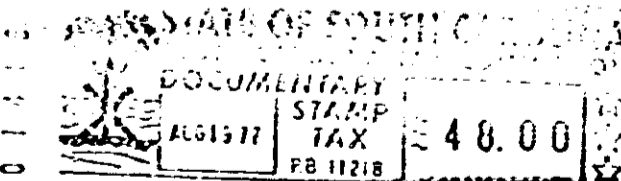
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, containing 0.8 acres, more or less at the intersection of Poplar Street and the western boundary of U. S. Highway 25, in the town of Travelers Rest, State and County aforesaid having according to a recent plat and survey entitled "Property of H. N Forrest and Pauline Forrest" prepared by Jones Engineering Service, RLS, dated April 12, 1977 (to be recorded herewith) the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of the north side of Poplar Street and the western edge of the right of way for U. S Highway No. 25, and running thence N. 0-54 E. 179.1 feet along the edge of said highway right of way to an old iron pin at the corner of property now or formerly of Peterson. Thence S. 78-37 W. 173.3 feet to an old iron pin on the bank of a branch formerly known as Pole Branch; thence with the center line of said branch the following traverse courses and distances: S. 14-26 W. 21.2 feet to a point; S. 36-14 W 115 feet to a point; S. 3-03 E. 45 feet to an iron pin on the bank of said branch, the joint corner of property of the Grantors and property of Huff and which pin is on the north line of the right of way of Poplar Street; thence with the line of said street N. 87-08 E. 239 feet to point of beginning.

BEING the same property conveyed to the Mortgagees by deed of Homer Styles recorded on June 18, 1965 in Deed Book 776 at Page 19; and the small tract acquired from Lynell Peterson and John Peterson by deed recorded on Dec. 29, 1976 in Deed Book 1048 at Page 690.

It is understood that this is a second mortgage junior in lien to a first mortgage executed by the Mortgagees in favor of Gail Stations, Inc., a Delaware corporation, in the original sum of \$ 22,500.00 upon which there is presently due a balance of \$ 1,460.00, and which balance is to be paid by the mortgagees within thirty days from date hereof. Said mortgage is dated June 19, 1967 and is recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1065 at Page 139.



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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