

1416 of 863

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

**MORTGAGE OF REAL ESTATE
(CORPORATION)**

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Ralph S. Crawley
P. O. Box 5069, Station B
Greenville, South Carolina 20606

WHEREAS, Oaks Realty, Corp. -----, a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto Ralph S. Crawley -----

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of Thirty-one Thousand Seven Hundred Eighty-five and 50/100 ----- Dollars (\$31,785.50--) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of nine per centum per annum, to be paid as provided for in said note; and

in equal monthly payments of \$312.50 each over a sixteen year period with the first installment being due January 1, 1977.

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 tract of land, located, lying and being in the County of Greenville, State of South Carolina containing 3.6 acres, more or less, as shown on a plat entitled "Survey for Carter & Crawley, Inc.", dated January 12, 1977 prepared by Piedmont Engineers, Architects and Planners and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a new iron pin on the southern side of Thousand Oaks Boulevard at the joint front corner of the within tract and another tract containing 2.005 acres belonging to the mortgagor herein and running thence along the southern side of Thousand Oaks Boulevard N. 89-27 W., 359.3 feet to an old iron pin; thence S. 1-04 W., 319.5 feet to an iron pin; running thence S. 38-38 E., 225.2 feet to an iron pin; thence N. 71-50 E., 205 feet to an iron pin; thence N. 0-26 E., 419.26 feet to an iron pin on the southern side of Thousand Oaks Boulevard at the point and place of beginning.

The property covered by the within mortgage is also the subject of a lien created by another mortgage of even date herewith to secure a note to Churchill A. Carter, the said mortgage being recorded in the R.M.C. Office for Greenville County in Mortgage Book 1416 at Page 863. The within mortgage and the mortgage recorded in Mortgage Book 1416 at Page 863 are intended to be of equal priority and both constitute second mortgages against the property hereinabove described.

This is a portion of the property conveyed to the Mortgagor herein by deed of J. Wesley Davis, Churchill A. Carter, Ralph S. Crawley and J. B. Stephens recorded in the R.M.C. Office for Greenville County in Deed Book 956 at Page 409 on the 28th day of September, 1972.

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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 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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