

MORTGAGE OF REAL ESTATE—Office of P. BRADLEY MORRAH, JR., Attorney at Law, Greenville, S. C.

1429-815

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
APR 21 11 13 AM 1978
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, SARA RACKLEY (Now Sara Rackley Massey)

(hereinafter referred to as Mortgagor) is well and truly indebted unto Kenneth E. 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 Seven Thousand, Eight Hundred Thirty Three and 32/100 -----
----- Dollars (\$ 7, 833.32) due and payable

pursuant to the terms of a certain promissory note of even date, reference to which is expressly craved

with interest thereon from date at the rate of 8% per centum per annum, to be paid pursuant to said note

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, on Hedgewood Terrace in that subdivision known as Devenger Place, County and State aforesaid, lying and being near the Town of Greer, and being more fully known as Lot No. 47 of a subdivision known as Devenger Place, Section 7, plat of which is recorded in the RMC Office for Greenville County in Plat Book 5P at Page 3 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Hedgewood Terrace at the joint front corner of Lots Nos. 47 and 48 and running thence with the joint line of said lots N. 3-49 W. 150 feet to an iron pin; running thence N. 66-11 E. 100 feet to an iron pin on the western side of Bayberry Road; thence thence along Bayberry Road S. 3-49 E. 125 feet to an iron pin; thence S. 41-11 W. 35.4 feet to an iron pin on Hedgewood Terrace; thence running along the northern side of Hedgewood Terrace S. 86-11 W. 75 feet to an iron pin, point and place of beginning.

Being the same property conveyed to the mortgagor by deed of John A. Bolen, Inc. dated November 15, 1977 and recorded in the RMC Office for Greenville County in Deed Book 1068 at Page 532.

Subject to all easements, conditions, covenants, restrictions and rights-of-way which are a matter of record and/or actually existing on the ground affecting the above described property.

It is understood that this is a second mortgage junior in lien to a prior mortgage held by First Federal Savings and Loan Association in the original amount of \$43,150.00.

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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.

3. 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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