

LEATHERWOOD, WALKER, TODD & MANN 5 Roberta, Greenville, S.C. 29615
MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE CO. S. C.

BOOK 1444 PAGE 423
MORTGAGE OF REAL ESTATE

SEP 15 4 55 P M

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNE S. TANKERSLEY
R.M.C.

WHEREAS, FLORENCE E. MOTISHER

(hereinafter referred to as Mortgagor) is well and truly indebted unto ROBERT E. MACLAY

(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

Twenty-eight Thousand One Hundred Sixty-Six and 72/100-----Dollars (\$ 28,166.72) due and payable in 120 equal monthly installments of Three Hundred Twenty-seven and 4/100 (\$327.04) Dollars each, commencing October 15, 1978, and continuing on the 15th day of each month thereafter until paid in full, all of said payments to be applied first to interest and then to principal

with interest thereon from date at the rate of 7 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, the Mortgagee's heirs, successors and assigns:

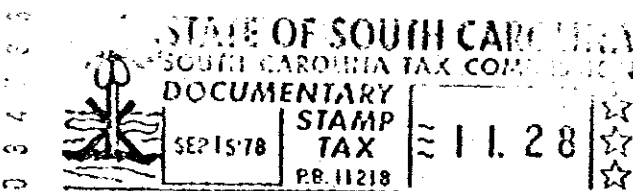
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, situate at the southwest corner of the intersection of Townes Street and Finley Street, in the City of Greenville, being shown as Lot 1 and a portion of Lot 2, Block J, on plat of Highland Terrace, made by W. J. Riddle, Surveyor, October 1936, recorded in the R.M.C. Office for Greenville County, South Carolina, in plat book D, pages 238 and 239; also recorded in plat book K, pages 120, 121 and 122, and having, according to said plats and a survey made by R. W. Dalton, October 19, 1961, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Finley Street, at joint corner of Lots 1 and 3 of Block J, and runs thence along the south side of Finley Street, S. 71-50 E. 129.1 feet to an iron pin; thence with the curve of Finley Street and Townes Street (the chord being S. 30-25 E. 36.6 feet) to an iron pin on the west side of Townes Street; thence along the west side of Townes Street, S. 11-00 W. 60.4 feet to an iron pin in the front line of Lot 2; thence N. 73-58 W. 33.8 feet to an iron pin; thence N. 71-09 W. 66.5 feet to an iron pin; thence N. 11-00 E. 4.4 feet to an iron pin; thence N. 71-01 W. 63 feet to an iron pin; thence with the line of Lot 3, N. 18-10 E. 80 feet to the beginning corner. Being the same property conveyed to Florence E. Motisher by deed of Robert E. Maclay, dated October 15, 1978, to be recorded.

The lien of this mortgage is subordinate to that certain mortgage held by South Carolina Federal Savings and Loan Association, recorded in mortgage book 1341, page 209, Greenville County R.M.C. Office.

As additional security, the mortgagor herein agrees to secure and assign to the mortgagee a life insurance policy on the life of the mortgagor. Said policy to be issued by a company approved by mortgagee and in an amount equal to the outstanding balance on the loan hereby secured. The mortgagor agrees to pay all premiums necessary to maintain the policy in force during the life of the loan.

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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 is 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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