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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

PLAT 12 03 77 MORTGAGE OF REAL ESTATE
TO HAVE AND TO HOLD TO ALL WHOM THESE PRESENTS MAY CONCERN:

1200 0302

WHEREAS, we, Herman A. Cox and Mary Jean Cox,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Michael A. Hightower,

(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 Three Thousand Four Hundred Thirty-Six and No/100-----

.....Dollars (\$ 3,436.00) due and payable

with interest thereon from date at the rate of 9 1/2 per centum per annum, to be paid according to the terms set forth in said note executed on January 10, 1979.

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, and being shown and designated as a 3.95 acre tract of land, more or less, on a plat of property of Jack B. Hightower prepared by Carolina Surveying Company, September 5, 1973, and recorded in the R. M. C. office for Greenville County, South Carolina, in Plat Book 42, at Page 78., and having the metes and bounds shown thereon.

This being a portion of the property conveyed to Herman A. Cox and Mary Jean Cox by deed of Michael A. Hightower, dated January 10, 1979, to be recorded simultaneously herewith in Deed Book 1095, at Page 435, in the R. M. C. Office for Greenville County, South Carolina.

This mortgage is a junior mortgage to that certain mortgage given by Herman A. Cox and Mary Jean Cox to Blue Ridge Production Credit, in the amount of \$7,000.00, to be recorded simultaneously herewith.

RECORDED
JAN 14 1979
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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 installed, connected, or fitted thereto in any manner, together with the contents 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 Mortgagee covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and a lawful authority to sell, convey or otherwise dispose of the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, its heirs and assigns, and all persons whomsoever lawfully claiming the same or any part thereof.

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