

MORTGAGE OF REAL ESTATE--Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE CO. S.C.
1425 2 14 PM '80
STANLEY S. TAYLOR
A.C.

MORTGAGE OF REAL ESTATE
ALL WHOM THESE PRESENTS MAY CONCERN:

AFFIDAVIT
FILED

WHEREAS, I, DOROTHY H. SOSBY

hereinafter referred to as Mortgagee) is well and truly indebted unto CHARLES W. HARRIS

(hereinafter referred to as Mortgagor) 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

SIXTY THOUSAND FIVE HUNDRED ----- Dollars (\$ 60,500.00 due and payable
360 days from date on 1-18-80

with interest thereon from date at the rate of ten (10%) 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 Mortgagee, 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 mortgage interest 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, on the northern side of Edwards Road, being shown and designated as the greater portion of Lot 40, Section 1, Botany Woods, said plat recorded in the RMC Office for Greenville County, South Carolina, in plat book CCC at page 163, and according to a more recent survey prepared by R. B. Bruce, PLS, recorded in the RMC Office in plat book 4K at page 137, having the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Edwards Road at the joint front corner of Lots 39 and 40 and running thence with the joint line of said lots N. 05-20 W. 190 feet to an iron pin at the rear corner of Lot 39; thence N. 04-20 W. 50 feet to an iron pin at the rear corner of Lot No. 40, thence along the rear of said lot N. 08-25 E. 104.4 feet to an iron pin; thence S. 07-20 E. 230.9 feet to an iron pin on the northern side of Edwards Road; thence S. 84-30 W. 142.6 feet to an iron pin, the point of beginning.

This is the same property conveyed to mortgagor by William D. Sosby by deed dated November 30, 1977 recorded Dec. 9, 1977 in deed vol. 1069 page 891 of the RMC Office for Greenville County, S. C.

This mortgage is junior in lien to that certain mortgage given by mortgagor to Fidelity Federal Savings and Loan Association in the original amount of \$72,000.00 dated March 6, 1978 recorded March 8, 1978 in mortgage vol 1425 page 290 of the RMC Office for Greenville County, S. C. on which there is a balance due of \$71,670.00.

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Mortgagee's address:
PO Box 6807
Greenville, S. C. 29606

Together with all and singular rights, franchises, liberties, 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 received from the same, including all pastures, plantings, and heating fixtures now or hereafter attached, connected, or used with the premises, and the same, together with the parties hereto that all fixtures and equipment, other than the usual household furniture, are included in the premises hereby conveyed.

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 hereby sold unto the Mortgagee for a simple absolute, that it has good right and is lawfully authorized to sell, convey or otherwise dispose of the same, and that it is not subject to any lien and on mortgages except as provided herein. The Mortgagee further covenants to warrant and defend the Mortgagee in and to the premises hereby sold unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever claiming or claiming to claim any interest in the same.

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