

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA GREENVILLE CO. S. C. COUNTY OF GREENVILLE

FILED
JAN 23 4 42 PM '79
SONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, ROBERT JOE GAINES, JR.

hereinafter referred to as Mortgagor) is well and truly indebted unto ROBERT JOE GAINES

hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Eight Thousand and No/100-----Dollars (\$ 8,000.00) due and payable

in full upon demand, and bearing no interest,

with interest thereon *at 12% per year* *to be paid by the Mortgagor*

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagor 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 Mortgagee in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, loaned, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns

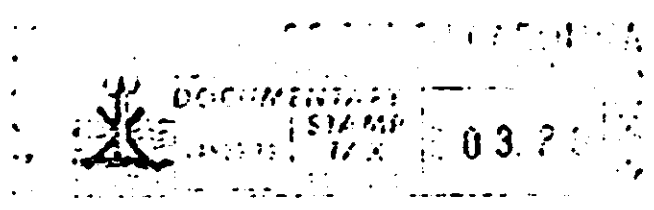
ALL that certain piece, parcel or lot of land with all improvements thereon, as hereafter described therein, situate, lying and being in the State of South Carolina, County of Greenville, and being situated on the east side of Old Grove Road and on the north side of Pine Ridge Drive near the City of Greenville, in Greenville County, South Carolina, being shown as a portion of Lot No. 2 on a more accurate, up-to-date plat of Robert Joe Gaines, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6Y, at Page 85, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern edge of Old Grove Road at the joint front corner of Lots 1 and 2 and running thence with the joint line of said lots N 66-43 E 251.61' to an old iron pin; thence S 22-34 W 119.20' to an iron pin on the northern edge of Pine Ridge Drive; thence with the northern edge of Pine Ridge Drive S 66-36 W 171.99' to an iron pin; thence, N 56-24 W 33.20' to an iron pin on the eastern edge of Old Grove Road; thence with the eastern edge of Old Grove Road N 0-09 E 60.52' to an iron pin, the point of beginning.

This mortgage is junior to that certain mortgage given to South Carolina Federal Savings and Loan Association dated January 22, 1979 and recorded in the R.M.C. Office for Greenville County, South Carolina.

This being the same property conveyed to the Mortgagor herein by deed of Robert Joe Gaines recorded in the R.M.C. Office for Greenville County on January 11, 1979, in Deed Book 1095 at Page 196.

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Together with all and singular rights, members, tenements, 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 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 hereinafore 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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