

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

S. C.

1417-881

}

APR 14 '79

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Harold F. Banister, Jr. and Barbara L. Banister

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Lawrence J. Minette

137 Howell Circle  
Greenville, S.C.  
29615

(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

Nineteen Hundred and no/100-----

Dollars (\$ 1,900.00 ) due and payable

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of ten \_\_\_\_\_ per centum per annum, to be paid:

as per the terms of 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

In Cleveland Township, and shown as Lot #140 on plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book BB at page 29, reference to said plat being craved hereto for exact metes and bounds.

This is that property conveyed to Mortgagor by deed of Lawrence J. Minette dated and filed concurrently herewith.

This is a second mortgage junior to that of Colonial Mortgage Company dated and filed concurrently herewith.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF GREENVILLE, SOUTH CAROLINA, ON APRIL 14, 1979, AT 10:00 A.M.

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 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.

0657

4328 RV-2