

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
3:41 PM '79
RMC

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, JANICE K. PENLAND

(hereinafter referred to as Mortgagor) is well and truly indebted unto ENDODONTIC ASSOCIATES, P.A.

(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

EIGHT THOUSAND EIGHT HUNDRED SIXTY ONE & 37/100 ----- Dollars (\$ 8,861.37) due and payable in the following manner: \$3,000.00 to be paid on or before Sept. 30, 1979 and the remaining balance to be paid in four equal semi-annual installments plus accrued interest; the first installment payment to be made on March 30, 1980 and the final installment payment to be made on September 30, 1981 with interest thereon from date at the rate of 11% per centum per annum, to be paid: semi-annually

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, being known and designated as Lot No. 129 as shown on plat of NORTHWOOD HILLS, Section III, in plat book YY page 37 of the RMC Office for Greenville County, S. C. and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the north side of Trafalgar Road, the joint front corner of lots 129 & 130, and running thence with the joint line of said lots N. 5-00 W. 175 feet to an iron pin joint rear corner of Lots 129, 130, 134, 135 and running thence with the joint line of Lots 129 & 135, N. 83-10 E. 132.7 feet to an iron pin joint rear corner of Lots 128 & 129; thence with the joint line of said lots S. 4-00 E. 175 feet to an iron pin on the north side of Trafalgar Road; thence with the north side of said road S. 83-06 W. 130 feet to the point of beginning.

This is the same lot conveyed to mortgagor by Robert K. & Ernestine Hester by deed dated 2/2/78 recorded 2/3/78 in deed vol. 1073 page 148 of the RMC Office for Greenville County, S. C.

ALSO: All that piece, parcel or lot of land in the county of Greenville, state of South Carolina, being known and designated as Lot 130 on plat of NORTHWOOD HILLS, Section 3, said plat being recorded in the RMC Office for Greenville County, South Carolina, in plat book YY at page 37, and being more particularly described according to said plat as follows:

Beginning at an iron pin on Trafalgar Road at the joint front corner of Lots 129 & 130, and running thence with said road S. 87-19 W. 150 feet to the joint front corner of Lots 130 & 131, also being the center of a right-of-way for the Greenville City Water Works Commission and running thence with the joint line of said lots down the center of said right-of-way N. 2-10 W. 184.2 feet to the joint rear corner of Lots 130, 131, 133 and 134; thence S. 88-47 E. 141.4 feet to the joint rear corner of Lots 129, 130, 134 and 135; thence with the joint line of Lots 129 & 130, S. 5-0 W. 175 feet to the point of beginning.

This is the same lot conveyed to Edward L. Penland & Janice K. Penland by John A. Panella & Joan M. Panella by deed dated 1/31/68 recorded 2/7/68 in deed vol. 837 page 321 of the RMC Office for Greenville County, S. C. Edward L. Penland conveyed his interest to Janice K. Penland by deed dated 12/24/73 rec. 12/27/73 in deed vol. 991 page 269.

This mortgage is junior in lien to that certain mortgage given by mortgagor to Fidelity Federal Savings and Loan Association in the amount of \$46,000.00 dated and recorded August 15, 1979 in mortgage vol. 1477 page 268 of the RMC Office for Greenville County, S. C.

MORTGAGEE's address: 2-B Cleveland Court
Greenville, S. C. 29607

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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