

MORTGAGE OF REAL ESTATE

BOOK 1488 PAGE 317

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

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DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, Foothills Delta P, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN SERVICE CORPORATION, 301 College Street, Greenville, S. C. 29601

(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 -----

Twelve Thousand Five Hundred and No/100----- Dollars (\$12,500.00) due and payable in accordance with the terms of said note;

with interest thereon from date at the rate of nine (9%) per centum per annum, to be paid monthly

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 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 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, 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, as hereafter described therein, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 225, Canebrake II, as shown on plat recorded in the R.M.C. Office for Greenville County, South Carolina on Plat Book 7-C, at page 41, reference to which is hereby made for a more complete description thereof.

This is the same property conveyed to the Mortgagee by College Properties, Inc. by deed dated November 13, 1979, recorded herewith.

This is a second mortgage, being junior in lien to that certain mortgage given by the Mortgagor herein to First Federal Savings and Loan Association in the amount of \$52,400.00, recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1488 at page 313 on November 15, 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 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 hereinafove 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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