

MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RUGBY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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

FILED
RILEY AND RUGBY
APR 26 AM '79
R.M.C. HARRISLEY

WHEREAS, Edward L. Harris and Elizabeth E. Harris

(hereinafter referred to as Mortgagor) is well and truly indebted unto Golden Strip Realty, Inc.

(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 and No/100**-----

-----Dollars (\$12,000.00) due and payable

on demand

with interest thereon from _____ date _____ at the rate of _____ per centum per annum, to be paid: **quarterly**

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:

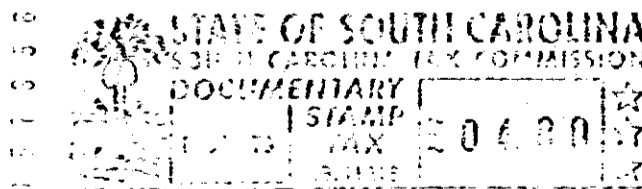
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southern side of Richfield Terrace, being shown and designated as Lot #4, Section 7 on plat of Devenger Place, prepared by Dalton & Neves, dated September, 1975, said plat being recorded in the RMC Office for Greenville County in Plat Book 5-P at page 3 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Richfield Terrace at the joint front corners of Lots 4 and 5 as shown on said plat and running thence along and with the joint property line of said two lots, S. 30-42 W. 150 feet to an iron pin; thence N. 59-18 W. 85 feet to an iron pin at the joint rear corner of Lots Nos. 3 and 4 as shown on the aforementioned plat; thence running along and with the said joint property line of said last two-mentioned lots, N. 30-42 E. 150 feet to an iron pin on the southern side of Ridgefield Terrace; thence running along and with the southern side of Ridgefield Terrace, S. 59-18 E. 85 feet to the beginning point. For a more particular description, see the aforesaid plat.

This being the same property conveyed to the mortgagors herein by Premier Investment Company, Inc. by deed dated April 24, 1978, recorded in the said RMC Office in Deed Book 1077 at page 588.

This mortgage is second and junior in lien to that mortgage in favor of Fidelity Federal Savings and Loan Association, Greenville, S.C., in the original amount of \$45,000.00, recorded April 24, 1978 in Mortgage Book 1429 at page 733.

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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 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.

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