

Mortgagee's mailing address: P. O. Box 5898, Sta. B, Greenville, S C 29606

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } 22 PM '80

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

JOHN W. GARLOCK
R.M.C.

WHEREAS, Frank W. Garlock and Flora Jean Garlock

(hereinafter referred to as Mortgagor) is well and truly indebted unto Joe W. Hiller

(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 Thirty Thousand Nine Hundred Nineteen and 02/100

Dollars (\$ 30,919.02) due and payable

on June 16, 1980 .

with interest thereon from ----- at the rate of -0- per centum per annum, to be paid: -----

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,

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 5 of a subdivision entitled "The Summit" according to a plat thereof prepared by Robert R. Spearman, Surveyor, dated February 15, 1979, and recorded in the R.M.C. Office for Greenville County in Plat Book 7-C, at Page 20, and having such metes and bounds as are shown thereon, together with a non-exclusive easement for the purpose of providing ingress and egress over and across the easement area shown on the aforesaid plat and an easement for the purpose of installation, maintenance and repair of a water line across and within said easement area.

Being the same property conveyed to the mortgagors herein by deed of Joe W. Hiller, of even date, to be recorded herewith.

This mortgage is junior and inferior to the lien of that certain mortgage in the original sum of \$75,000.00 held by Fidelity Federal Savings and Loan Association and assumed on this date by the mortgagors.

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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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