

1502 384

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

REC'D S. C.
MAY 14 1980
SLEY

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

WHEREAS, JULES R. HARRIS and SARA B. HARRIS

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

SAMUEL E. SHANK and CECILE J. SHANK

(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 five hundred Dollars (\$ 8,500.00) due and payable
Principal shall be paid in full on or before May 9, 1982.

Borrowers reserve the right to anticipate in full or in part at any time without penalty

with interest thereon from date at the rate of 12% per centum per annum, to be paid: semi-annually
on Nov. 9, 1980; May 9, 1981, November 9, 1981, and May 9, 1982

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, being shown and designated as Lot 12 on a Plat of SPRING FOREST, Section 2, recorded in the RMC Office for Greenville County in Plat Book BBB, at Page 34, and having, according to a more recent survey by Freeland & Associates, dated May 7, 1980, the following metes and bounds:

BEGINNING at an iron pin on the northeastern side of Spring Forest Road, joint front corner of Lots 11 and 12, and running thence with the common line of said Lots, N 43-55 E, 130.0 feet to an iron pin; thence with the rear line of Lot 12, S 48-47 E, 118.0 feet to an iron pin; thence continuing with the rear line of Lot 12, S 36-39 E, 15.9 feet to an iron pin; thence with the common line of Lots 12 and 15, S 53-21 W, 140.0 feet to an iron pin on the eastern side of Spring Forest Road; thence with said Road, N 43-23 W, 110.0 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of S. E. Shank and Cecile J. Shank, dated May 9, 1980, to be recorded simultaneously herewith.

This mortgage is junior in lien to that certain mortgage in favor of Fidelity Federal Savings and Loan Association, dated May 9, 1980, recorded in REM Book 1502, at Page 879.

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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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