

106 W. College, Simpsonville, SC 29681

MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C. 29615 1513 328

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

FILED
GREENVILLE CO. S.C.
8 42 AM '80
JOHN L. TANKERSLEY

WHEREAS, JULIUS C. BILLINGSLEY and BETTY J. BILLINGSLEY

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

(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 SEVENTEEN THOUSAND SIX HUNDRED TWENTY-TWO and 72/100-----Dollars (\$ 17,622.72) due and payable

in 48 consecutive monthly installments of \$367.14 beginning October 10, 1980, until paid in full

with interest thereon from date at the rate of 15.50 per centum per annum, to be paid: monthly

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:

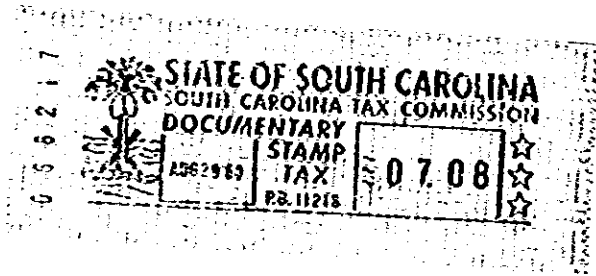
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, in the Town of Mauldin, being known and designated as Lot 18 on a plat of Bishop Heights Subdivision, recorded in Plat Book BBB, Page 171, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern edge of Bishop Drive, joint front corner of Lots 17 and 18 and running thence with the line of Lot 17, N. 64-18 W., 229.3 feet to an iron pin on the line of W. B. Traynham; thence with the line of Traynham, N. 25-10 E., 100 feet to an iron pin; thence S. 64-18 E., 230.2 feet to an iron pin on the northwestern edge of Bishop Drive; thence with the edge of Bishop Drive, S. 25-42 W., 100 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Leake & Garrett, Inc. April 2, 1979, recorded April 11, 1979 in Deed Book 1100 at page 337.

This mortgage is second and junior in lien to that certain mortgage in favor of United Federal Savings and Loan Association in the original amount of \$29,400 recorded April 11, 1979 in Mortgage Book 1462 at page 876.



0070 112980 206

4.00001

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.

4328 RV.2