

Mtg Address: College St., Simpsonville, S.C.

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

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STATE OF SOUTH CAROLINA } FILED MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE } GREENVILLE CO. S.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEP 2 12 01 PM '80

WHEREAS, Richard C. Moore ~~and R.C. Moore~~ ^{DONNIE S. JANKERSLEY}
R.M.C.

(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

Fourteen Thousand and No/100----- Dollars (\$14,000.00---) due and payable monthly

with interest thereon from date at the rate of 12.50 per centum per annum, to be paid: according to the terms of said note

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 known and designated as Lot No. 216, Section IV, of a subdivision known as POINSETTIA, said subdivision being situated within the corporate limits of the Town of Simpsonville, plat of said subdivision being recorded in the R.M.C. Office for Greenville County in Plat Book 4-N at page 24.

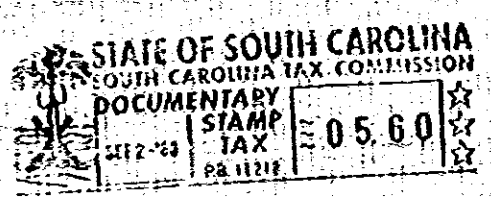
A more particular description of said lot may be had by reference to said plat.

This conveyance is made subject to the restrictive covenants affecting Section IV of a subdivision known as POINSETTIA, said covenants being recorded in the R.M.C. Office for Greenville County in Deed Volume 921 at page 621.

This conveyance also is made subject to any restrictive covenants, building setback lines, rights of way and easements which may affect the above described property.

This being the same property conveyed to the Mortgagors by deed of James R. Head and Sandra H. Head dated February 29, 1980 and recorded in the R.M.C. Office for Greenville County on March 3, 1980 in Deed Volume 1121 at Page 461.

This mortgage being second and junior in lien to that mortgage given by James R. Head and Sandra H. Head to First Federal Savings and Loan Association dated April 30, 1973 and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1274 at Page 124, said mortgage being assumed by the Mortgagors herein.



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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