

LAW OFFICES OF LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA
MORTGAGE OF REAL ESTATE GREENVILLE, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
OCT 8 2 48 PM '80
DONN: HANNERSLEY
R.M.C.

1519 PAGE 274
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Mark K. Mitchell and Diane K. Mitchell

(hereinafter referred to as Mortgagor) is well and truly indebted unto Michael G. Stafford and Diana Z. Stafford

(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 Four thousand five hundred and 00/100-----

Dollars (\$ 4,500.00) due and payable
with interest on the unpaid principal balance from the date of this mortgage at the rate of 11% per annum. Beginning October 3, 1981, mortgagor shall pay the sum of \$1,700.00 toward principal, together with accrued interest, and the balance of \$2,800.00 shall be payable in equal consecutive monthly installments each in the amount of \$72.38 beginning November 3, 1981 and shall continue in a like amount each and every month thereafter until the entire indebtedness is paid in full. All interest not paid when due to bear interest at same rate as principal. All payments to be applied first to interest and the balance to principal. Mortgagor shall have the right to anticipate payments or prepay all or any part of this obligation at any time without penalty.

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:

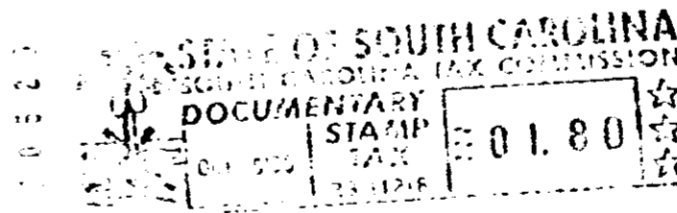
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, the Mortgagee's heirs, 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, City of Greenville, on the northwest corner of Mountain View Avenue and Townes Street Extension, and being a portion of Lot No. 21, Block "A", as shown on plat of Buist Circle, recorded in Plat Book C, page 10, in the RMC Office for Greenville County, reference being craved to said plat for a more particular metes and bounds description.

This is the same property conveyed to the mortgagors by deed of Michael G. Stafford and Diana Z. Stafford recorded in the RMC Office for Greenville County in Deed Book 1134 at page 94 on October 6, 1980.

This is a second mortgage, junior in lien to that certain mortgage given by Mark K. Mitchell and Diane K. Mitchell to First Federal Savings and Loan Association on October 3, 1980 and being recorded in the RMC Office for Greenville County in Mortgage Book 1519 at page 268 on October 6, 1980.

The mortgagee's address is: 100 W. Earle Street, Greenville, SC 29609



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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