

MARCHBANKS, CHAPMAN, BROWN & HARTER, P. A., 111 TOY STREET, GREENVILLE, S. C. 29603

MORTGAGE OF REAL ESTATE -
GREENVILLE, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

NOV 21 11 11 AM '80
DONN BY STANLEY
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mortgagee's address:

Route 3 Box 393
Simpsonville, S.C.

29681

1525 173

WHEREAS, Ronald S. Blackston and Penny P. Blackston

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

(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 and no/100

Dollars (\$ 17,000.00) due and payable

as provided in said note

with interest thereon from date at the rate of 10% 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 Mortgagee 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, State of South Carolina, on the northern side of Stanley Drive, near the City of Greenville, being shown and designated as Unit 62 on plat of Harbor Town, recorded in the RMC Office for Greenville County in Plat Book 5-P at Pages 13 and 14 and being more particularly described as follows:

BEGINNING at a point at the joint front corner of Units 62 and 63 and thence running S. 39-35 W. 20.7 feet; thence turning and running N. 50-25 W. 83 feet, thence turning and running N. 39-35 E. 20.7 feet; thence turning and running S. 50-25 E. 83 feet to the point of beginning.

The property above described is conveyed subject to all restrictive covenants, setback lines, rights-of-way and easements of public record and appearing on recorded plat(s).

This being the same property conveyed to the Mortgagor, Penny P. Blackston, by deed of Russell H. Wise and Lani F. Wise dated November 21, 1980 and recorded in the R.M.C. Office for Greenville County in Deed Book 1137 at Page 711.

The lien of the within Mortgage is junior in priority to the lien of that certain mortgage against the within described property given by Dennis V. DeMichele to Mid-South Mortgage Company, Inc. dated May 10, 1978, and recorded in the RMC Office for Greenville County in Mortgage Book 1431, page 695; said real estate mortgage having been assumed by Russell H. Wise and Lani F. Wise on August 31, 1979, having a current balance of \$31,993.63.

DOCUMENTARY
STAMP

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 such 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 hereabove 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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