

WHEREAS, Bernard F. Swint, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto William C. Waldrep

(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 **Thirty Three Thousand Five Hundred and No/100**
 Dollars (\$ 33,500.00) due and payable

as set out in promissory note of even date

~~with interest thereon from the date hereof to the date of payment thereof at the rate of ten percent per annum~~

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

ALL that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, State of South Carolina on the north side of Randall Street being known and designated as the southern portion of Lot No. 5, as shown on a plat of Section A of Stone Land Company, said plat being recorded in the RMC Office for Greenville County in Plat Book A, Page 341 and having such metes and bounds as shown thereon. For a more complete description reference is hereby made to said plat.

This being the same property conveyed to Mortgagor by deed from William C. Waldrep dated December 11, 1980, to be recorded herewith.

This is a second mortgage lien and junior to that certain mortgage given by William C. Waldrep to Ann McKee Hale dated November 21, 1979 and recorded in Mortgage Book 1489 at Page 257 on November 26, 1979, in the original amount of Seventeen Thousand Five Hundred and No/100 (\$17,500.00)

Mortgagee's Address: 12 East Stone Ave.
 Greenville, S.C.

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RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE STATE OF SOUTH CAROLINA
 GREENVILLE COUNTY
 JAN 5 1981
 STAMP TAX 1.40

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.

4. 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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