

LAW OFFICES OF
MORTGAGE OF REAL ESTATE
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA
RECORDED
JAN 21 8 50 AM '81
DONNIE S. TANKERSLEY
R.M.C.
BOOK 1530 PAGE 556
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Mark W. Shivers and Teresa H. Shivers

(hereinafter referred to as Mortgagor) is well and truly indebted unto Caroline H. Shivers

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

----- Dollars (\$ 7,500.00) due and payable

on demand

with interest thereon from _____ date _____ at the rate of 9 per centum per annum, to be paid: at maturity

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, near Travelers Rest, near the Southern side of Little Texas Road, containing 3.0 acres as shown on a plat of property of Caroline H. Shivers by W. R. Williams, Jr., Engineer/Surveyor, dated December 13, 1979, revised December 19, 1980 and recorded in the Greenville County RMC Office in Plat Book 8-1 at page 25, reference being craved to said plat for a more particular metes and bounds description.

TOGETHER with an Easement and Right of Way for ingress and egress 12 feet in width as shown on plat recorded in Plat Book 4-U at page 34, said Easement and Right of Way being granted to the mortgagors by deed recorded in the RMC Office for Greenville County in Deed Book 1139 at page 389.

TOGETHER with an Easement and Right of Way for ingress and egress 20 feet in width between property of Waters and Ogle on the West and Robertson and The City of Greenville on the East and more particularly shown and delineated on a plat recorded in Plat Book 7-0 at page 1, said Easement to extend from the rear line of Bayne property to the 3.0 acre tract described above, said Easement and Right of Way being granted to the mortgagors by deed recorded in the RMC Office for Greenville County in Deed Book 1139 at page 389.

This is the same property conveyed to the mortgagors by deed of Caroline H. Shivers recorded in the RMC Office for Greenville County in Deed Book 1139 at page 389 on December 23, 1980.

This is a second mortgage, junior in lien to that certain mortgage given by Mark W. Shivers and Teresa H. Shivers to Southern Bank and Trust Company on January 8, 1981 and being recorded in the RMC Office for Greenville County in Mortgage Book 153 d at page 554.

The mortgagee's address is:

GCTO

JAN 21 81 1104

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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