

GREENVILLE CO. S. C.
FEB 5 4 34 PM '81
JOHN S. TANKERSLEY
R.M.C.

BOOK 1531 PAGE 824

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, We, EDWARD I. LAYTON and LOIS J. LAYTON

(hereinafter referred to as Mortgagor) is well and truly indebted unto ALBERT E. WINGATE

(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 TWENTY FIVE THOUSAND and No/100-----

----- Dollars (\$ 25,000.00) due and payable
as follows: Interest shall be due and payable in 24 equal consecutive
monthly installments of \$250.00 each, commencing March 5, 1981, and con-
tinuing in like amount on the 5th day of each month thereafter until paid
in full. Principal balance shall be due and payable on or before February 5,
1983.
with interest thereon from date at the rate of 12% per centum per annum, to be paid: Monthly

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, on the east side of Broadmoor Drive, being shown and designated as Lot 46 on plat of Section 2 of LAKE FOREST HEIGHTS, recorded in the RMC Office for Greenville County Plat Book KK at Page 105, and having, according to a more recent plat made by Freeland & Associates, dated February 2, 1981, and recorded in Greenville County Plat Book 84 at Page 51, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Broadmoor Drive, at the joint front corner of Lots 45 and 46, and running thence with the line of Lot 45, N. 83-15 E. 155.1 feet to pin in line of Lot 50; thence with the lines of Lots 49 and 50, N. 4-55 W. 149.8 feet to pin, rear corner of Lot 47; thence with the line of Lot 47, S. 74-42 W. 164.4 feet to an iron pin on Broadmoor Drive; thence with the eastern side of Broadmoor Drive, S. 11-30 E. 60.5 feet to an iron pin; thence continuing with Broadmoor Drive, S. 4-43 E. 65 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Albert E. Wingate and Merle C. Wingate, dated February 5, 1981, and recorded simultaneously herewith.

This is a second mortgage, junior in lien to that mortgage held by Fidelity Federal Savings and Loan Association, dated February 5, 1981 and recorded simultaneously herewith in Greenville County REM Volume 1531 at Page 820.

Mortgagee's address:
*8 Broadmoor Drive
Greenville, S.C. 29615*

FEB 5 91 1200

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.

- 2 TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.
- 2 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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