

N. Main St., Simpsonville, SC 29681

MORTGAGE OF REAL ESTATE--Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS,

MAR 4 11 00 AM '81
CLAUDE W. COMER, SR. and AGNES J. COMER
DONN... R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto **LINDA HUFF BURKS and GOLDEN STRIP REALTY, INC.**

(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 SIX HUNDRED ONE & 44/100-----Dollars (\$ 4,601.44) due and payable

on or before six (6) months after date

with interest thereon from **date** at the rate of **ten(10)** 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, 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 in the Town of Simpsonville, and being known and designated as Lot 59 in Subdivision known as Forest Park and formerly known as Gresham Park, plat of which is recorded in the RMC Office for Greenville County, S.C., in Plat Book EE, Page 65, and having according to said plat the following metes and bounds, to-wit:**

BEGINNIN on the northeastern side of Helen Street at the joint front corner of Lots 58 and 59 and running thence N. 28-20 E., 140 feet to an iron pin at the joint rear corner of Lots 58 and 59; thence S. 61-40 E., 90 feet to the joint rear corner of Lots 59 and 60; thence S. 28-20 W., 140 feet along the joint line of Lots 59 and 60 to an iron pin on the northeasterly side of Helen Street; thence along the northeasterly side of Helen Street, N. 61-40 W., 90 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Linda Huff Burks (formerly Linda Huff) of even date, to be recorded.

This Mortgage is second and junior in lien to Mortgage in favor of Collateral Investment Company in the original amount of \$21,950.00, recorded in Mortgage Book 1296 at page 337.

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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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