

MORTGAGE OF REAL ESTATE -
GREENVILLE, S.C.

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STATE OF SOUTH CAROLINA } 11 21 AM '81
COUNTY OF GREENVILLE }
SONNERSLEY
R.M.C. MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, William G. Gorto and Elizabeth A. Gorto

(hereinafter referred to as Mortgagor) is well and truly indebted unto Edward C. Kelly, Jr. and Shirley P. Kelly

(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, Nine Hundred and no/100ths Dollars (\$4,900.00) due and payable

with interest thereon from April 6, 1981 at the rate of eleven (11%) per centum per annum, to be paid as set forth in said promissory note.

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, being shown and designated as Lot 50 on Plat of Sunny Slopes, recorded in the RMC Office for Greenville County in Plat Book 4-R, Page 3, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on Barclay Drive, joint front corner of Lots 49 and 50, and running thence with the common line of said Lots, S 73-54 E, 248.7 feet to an iron pin at the joint rear corner of Lots 49 and 50 on the line of Lot 41; thence with the line of Lot 41, S 18-27 W, 52.6 feet to an iron pin at the joint corner of Lots 40 and 41; thence continuing along the rear line of Lot 50, S 53-18 W, 75 feet to an iron pin on the line of Lot 40 at the joint rear corner of Lots 50 and 51; thence with the common line of said Lots, N 64-21 W, 207.7 feet to an iron pin at the joint front corner of Lots 50 and 51 on Barclay Drive; thence along Barclay Drive, N 21-03 E, 45.5 feet to an iron pin; thence continuing along Barclay Drive, N 16-06 E, 32.4 feet to an iron pin; the point of beginning.

THIS is the same property conveyed to Mortgagor by deed of Mortgagee as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1144, Page 600, on March 18, 1981.

THIS mortgage is junior and second in lien to that certain note and mortgage given to NCNB Mortgage South, Inc. as recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1405, Page 666, on August 1, 1977.

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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 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 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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