

1536-171

FILED
MORTGAGE OF REAL ESTATE -
GREENVILLE

BOOK 1536 PAGE 171

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
MORTGAGE OF REAL ESTATE

MAR 26 3 21 PM '81
JOHNIE S. FANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Ajaykumar A. Mehta and Bharati A. Mehta

(hereinafter referred to as Mortgagor) is well and truly indebted unto David D. Henderson and Arlinda E. Henderson

(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 and no/100ths Dollars (\$4,000.00) due and payable

with interest thereon from even date at the rate of 13 1/2% per centum per annum, to be paid: as set forth in said 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:

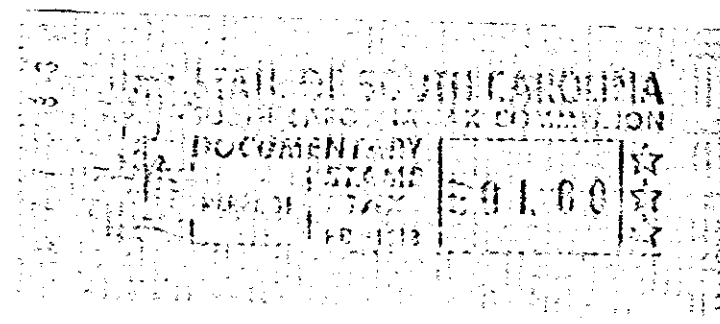
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 known and designated as Lot 78, as shown on a plat of the subdivision of Westminster Village, Section II, recorded in the Office of the RMC for Greenville County, South Carolina in Plat Book 5-P, Page 93, reference to said plat being made for a metes and bounds description thereof.

DERIVATION: This being the same property conveyed to Mortgagor by deed of Mortgagee as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1145, Page 114, on March 26, 1981.

THIS mortgage is junior and third in lien to those certain notes and mortgages given to NCNB Mortgage Corporation as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1459, Page 511, on March 12, 1979, and given to First Union Mortgage Corporation as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1536, Page 168, on March 26, 1981.

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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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