

MORTGAGE OF REAL ESTATE

BOOK 1540 PAGE 599

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

GR... FILED
S.C.
MAY 7 3 10 PM '81
H.C. WYKERSLEY

WHEREAS, Phillip D. Daniel and Patricia P. Daniel

(hereinafter referred to as Mortgagor) is well and truly indebted unto Carroll K. Lockaby

(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 Six Thousand and No/100-----

-----Dollars (\$6,000.00) due and payable

AS STATED IN NOTE.

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

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, being shown and designated as 1.07 acres on plat of property entitled "Property of Phillip Daniel and Patricia Daniel", prepared on April 22, 1981 by Freeland and Associates, and having, according to said plat, metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of South Carolina Highway 20 at the joint front corner of property herein conveyed and property now or formerly of Davis and running thence S. 83-00 E. 404.86 feet to a point in the center line of the Seaboard Coastline Railroad Track, iron pin located back from center 15.86 feet; thence turning and running along the center of Seaboard Coastline Railroad Track, S. 4-18 W. 102.31 feet to a pin in the center of said track; thence turning and running from the center of the Seaboard Coastline Railroad Track, N. 86-42 W. 403.79 feet to an iron pin on the Southern side of South Carolina Highway 20, joint front corner of property now or formerly of Ruby P. White; thence turning and running along the Southern side of Highway 20, N. 4-00 E. 128.48 feet to the point of beginning.

This being the same property acquired by the mortgagors by deed of Carroll K. Lockaby of even date to be recorded herewith.

This is a second mortgage junior in lien to that certain mortgage to Greer Federal Savings and Loan Association of even date to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS: 831 Cleveland Street -Apt. 282, Willow Creek
Greenville, S. C.

RECORDED
INDEXED
MAY 7 1981
COUNTY OF GREENVILLE
SOUTH CAROLINA

400 8

9921801

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 is 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.

1050

4328 RV-2