

MORTGAGE OF REAL ESTATE

BOOK 1540 PAGE 911

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
JUN 47 AM '81
ANNERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Foothills Delta P, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Service Corporation, 301 College Street, Greenville, S. C. 29601

(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 Twelve Thousand Eight Hundred Fifty and No/100----- Dollars (\$ 12,850.00) due and payable in accordance with the terms of said promissory note;

with interest thereon from date at the rate of 14% 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:

~~XXXXX THIS SECTION IS VOID AND OF NO EFFECT AND SHOULD BE DELETED FROM THE RECORDS OF THE STATE OF SOUTH CAROLINA. XXXXX~~

ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the western side of Tarleton Way, being shown and designated as Lot No. 187 on plat of CANEBRAKE II, Sheet 1, according to revised plat thereof prepared by Arbor Engineering, Inc. dated June, 1979, and revised November 21, 1979, being recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-C, at page 79, reference to which is hereby made for a more complete description by metes and bounds.

This is the same property conveyed to the Mortgagor by College Properties, Inc. by deed dated May 7, 1981, recorded herewith.

This is a second mortgage, being junior in lien to that certain mortgage to First Federal Savings and Loan Association of Greenville, S. C. dated May 11, 1981, recorded herewith.

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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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