

FILED
GREENVILLE S.C.
APR 11 1981
DONN... SHERSLEY
R.M.C.

1513-308

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, H. Larry Sherwood and Pamela B. Sherwood

(hereinafter referred to as Mortgagor) is well and truly indebted unto United Federal Savings and Loan Association, 201 Trade Street, Fountain Inn, S.C. 29644

(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 Eighty-Three and 80/100ths-----
-----Dollars (\$12,083.80 and payable

as set forth by note of mortgagor of even date

per note
with interest thereon from date at the rate of / per centum per annum, to be paid per 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 for 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, on the Southern side and Eastern side of the curve of the cul-de-sac of Kingsley Court in the City of Mauldin, being shown and designated as Lots No. 10 and 11 on a plat of KNOLLWOOD HEIGHTS, SECTION IV, made by Piedmont Engineers and Architects, dated February 15, 1972, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4N at Page 74, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Eastern side of the curve of the cul-de-sac of Kingsley Court at the joint front corners of Lot No. 9 and 10, and running thence with the common line of said lots, N. 76-28 E., 164.95 feet to a point; thence S. 7-31 E., 110.3 feet to a point; thence S. 37-41 W., 150 feet to a point at the joint rear corner of Lots No. 10 and 11; thence S. 47-52 W., 211.9 feet to an iron pin at the common corner of Lots No. 11 and 14; thence N. 8-40 W., 143 feet to an iron pin; thence along the line of Lot No. 12, N. 15-05 E., 133.15 feet to an iron pin on the Southern side of the curve of Kingsley Court; thence with the Southern and Eastern sides of the curve of Kingsley Court, the chords, courses and distances of which are N. 74-43 E., 50 feet to a point and N. 14-35 E., 50 feet to the point of beginning.

THIS is the same property conveyed to the mortgagor by deed of Carolina Land Co., Inc. as recorded in the RMC Office for Greenville County in Deed Book 1029 at Page 306 on December 23, 1975 (as to Lot 10) and Deed Book 1029 at Page 205 on December 23, 1975 (as to Lot 11).

THIS mortgage is second and junior in lien to that mortgage between H. Larry Sherwood to United Federal Savings and Loan Association as recorded in the RMC Office for Greenville County in Mortgage Book 1363 at Page 966 on April 2, 1976.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 and 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 that said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

400 8 18741801

3030

4328 RV.2