

MORTGAGE OF REAL ESTATE—Offices of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

mortgagees' address: c/o Mr. Fred Cox, Jr.
Atty. at Law
P. O. Box 2048
Greenville, S.C. 29602

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

RSLEY MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: LEWIS N. TERRY AND BETSY S. TERRY

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto J. DANIEL WHISENHUNT AND AMELIA ANN W. WHISENHUNT (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 ONE HUNDRED SIX THOUSAND

FOUR HUNDRED TWENTY FIVE AND NO/100----- DOLLARS (\$106,425.00), with interest thereon from date at the rate of 16.86 per centum per annum, said principal and interest to be repaid:

DUE AND PAYABLE AT THE TIME THE MORTGAGORS' HOUSE SALE IS CLOSED OR SEPTEMBER 1, 1981, WHICH EVER OCCURS FIRST.

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, City of Greenville, at the Northeastern corner of the intersection of McDaniel Avenue and Crescent Avenue, being known and designated as Lot No. 1 as shown on a plat of Alta Vista, dated September 1931, prepared by C. M. Furman, Jr., and recorded in the RMC Office for Greenville County, S.C. in Plat Book G at page 20 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin at the northeastern corner of the intersection of McDaniel Avenue and Crescent Avenue and running thence along the eastern side of McDaniel Avenue, N. 4-15 E., 100 feet to an iron pin; thence along the line of Lot No. 2, S. 84-35 E., 164.75 feet to an iron pin in the rear line of Lots Nos. 13 and 13A; thence with the rear line of Lots No. 13 and 13A, S. 4-15 W., 107.5 feet to an iron pin on the northern side of Crescent Avenue; thence with the northern side of Crescent Avenue, N. 82-00 W., 165 feet to the point of beginning.

DERIVATION: Deed of J. Daniel Whisenhunt and Amelia Ann W. Whisenhunt to Lewis N. Terry and Betsy S. Terry, recorded June 26, 1981 in the RMC Office for Greenville County in Deed Book 154 at page 637.

It is understood and agreed that this mortgage shall be junior and second in lien to that certain mortgage held by American Federal Savings and Loan Association, recorded June 26, 1981 in Mortgage Book 1545 at Page 369 in the RMC Office for Greenville County.

This Second Mortgage is being given pursuant to the Consumer Finance Act.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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DOCUMENTARY STAMP

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