

GREENVILLE, S.C. 626 Colonial Drive, Statesville, N. C.

STATE OF SOUTH CAROLINA
AUG 4 11 17 PM '81
COUNTY OF GREENVILLE
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Richardson & Newman, a Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Richard W. Pettit and Kathern M. Pettit

(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

Fifteen Thousand and No/100----- Dollars (\$ 15,000.00) due and payable

on or before one year from date

with interest thereon from _____ date _____ at the rate of 12 per centum per annum, to be paid: quarterly

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:

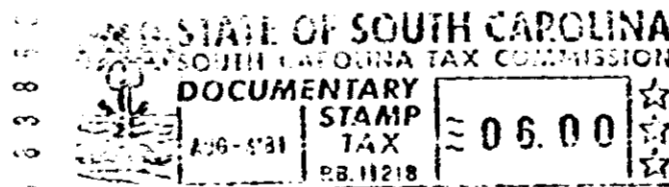
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 No. 82, Section 5 of a subdivision known as Colonial Hills, as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book QQQ at Page 21, reference to said plat being craved for a metes and bounds description thereof.

This is the same property conveyed to the Mortgagor herein by deed of Richard W. and Kathern M. Pettit of even date to be recorded herewith.

This mortgage is second and junior in lien to that certain mortgage this date assumed by the Mortgagors in favor of First Federal Savings and Loan Association in the original amount of \$12,000.00 dated June 18, 1979, recorded in the Office of the RMC for Greenville County in Mortgage Book 1470 at Page 403 and having a present principal balance of approximately \$11,835.00.

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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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