

SEP 25 4 38 PM '81

BOOK 1553 PAGE 702

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE BANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RICHARD J. WHELAN and GLORIA M. WHELAN

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

GEORGE R. KANNAN

(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

TEN THOUSAND DOLLARS AND NO/100-----Dollars (\$ 10,000.00) due and payable

IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE HEREWITH
FOR WHICH THIS MORTGAGE STANDS AS SECURITY

with interest thereon from date at the rate of 10% per centum per annum, to be paid:
IN FULL ONE YEAR FROM DATE

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:

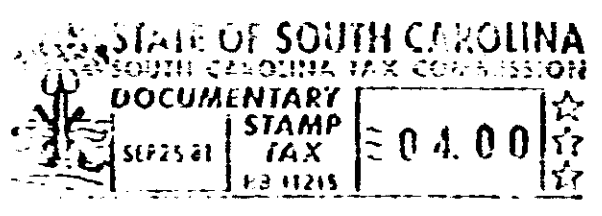
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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. 13 of a subdivision known as Pebble Creek, Phase I, as shown on plat thereof recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 50 at Pages 1-5, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Honeybee Lane, joint front corner of Lots 12 and 13, and running thence along said Honeybee Lane, N. 31-18 W. 50.0 feet to an iron pin; thence continuing along said Honeybee Lane N. 18-34 W. 50.0 feet to an iron pin; thence continuing along said Honeybee Lane, N. 5-11 W. 55.2 feet to an iron pin; thence continuing along said Honeybee Lane, N. 1-51 W. 84.15 feet to an iron pin, joint front corner of Lots 13 and 14; thence turning and running along the common line of said Lots, S. 76-12 W. 144.0 feet to an iron pin; thence turning and running along the common line of Lots 12 and 13, S. 25-49 W. 222.09 feet to an iron pin, the point of BEGINNING.

THIS mortgage is junior in lien to that certain mortgage in favor of First Federal Savings and Loan Association, dated September 25, 1980, and recorded in the R.M.C. Office for Greenville County in R.E.M. Book 1517 at Page 815, in the original amount of \$88,200.00.

THIS is the same property conveyed to the Mortgagor's hereib by deed John A. Bolen, Inc., dated September 25, 1980 and recorded September 26, 1980, in the R.M.C. Office for Greenville County in Deed Book 1134 at Page 351



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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 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.