

GR... FILED

P. O. Box 1329
Greenville, S. C. 29602

MORTGAGE - INDIVIDUAL FORM
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OCT 20 12 PM '81
DORRIS S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1555 PAGE 717

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J & B Investment Co., a South Carolina General Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Company

(hereinafter referred to as Mortgagee) as evidenced by the promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Nineteen Thousand and no/100----- Dollars (\$ 19,000.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though fully set forth herein

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 buildings and improvements thereon situate, lying and being on the southern side of Long Hill Street in the City of Greenville, Greenville County, South Carolina being known and designated as Lot No. 89 as shown on a plat entitled AUGUSTA ROAD HILLS made by Dalton & Neves dated December, 1940, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book M at Page 33, reference to said plat is hereby craved for the metes and bounds thereof.

The above property is the same property conveyed to J & B Investment Co., a South Carolina General Partnership, by deed of Leonard O. King recorded June 19, 1981 in Deed Book 1150 at Page 338.

This mortgage is given by the undersigned to secure the debt of Bob R. Janes and Joe G. Thomason to Southern Bank & Trust Company as represented by their promissory note of even date herewith in the sum of \$19,000.00.

The mortgagor herein reserves the right to have released from the lien of this mortgage the above described property upon payment to the mortgagee, or the owner and holder of this mortgage the sum of \$9,500.00 which shall be applied on the principal indebtedness due on the note which this mortgage secures, which release shall be executed by the mortgagee in due form of law upon request.

This mortgage is a second mortgage junior in lien to that mortgage given to Leonard O. King by J & B Investment Co., a South Carolina General Partnership, recorded in Mortgage Book 1544 at Page 682 in the original sum of \$19,000.00.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
OCT 20 1981
STAMP
TAX
\$ 07.60
R.S. 11218

Together with all and singular rights, members, herditaments, 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 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

0747

4328 RV-2