

c/o Timothy H. Farr, 15 Gallery Centre, Taylors, S.C.

MORTGAGE OF REAL ESTATE

1557-853

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE } S.C. MORTGAGE OF REAL ESTATE

FILED  
10 15 AM '81  
R.M.C. ERSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Joseph L. Hanna and Flangie P. Hanna

(hereinafter referred to as Mortgagor) is well and truly indebted unto Juel M. Bjerke and Kathy J. Bjerke

(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 **Eleven Thousand, Four Hundred Thirty-nine and 72/100ths Dollars (\$11,439.72)** due and payable

with interest thereon from **even date** at the rate of **variable** per centum per annum, to be paid as set forth in said 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 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, in the Town of Simpsonville, being known and designated as Lot 231 of Section III, Westwood Subdivision as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book 4N, Page 30, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Capewood Road at the joint corner of Lots 230 and 231 and running thence along the line of Lot 230 N. 11-09 W. 140 feet to an iron pin; thence along the line of Lot 234 S. 81-00 W. 89.5 feet to an iron pin; thence along the line of Lot 232 S. 14-59 E. 140 feet to an iron pin on the north side of Capewood Road; thence along Capewood Road N. 81-21 E. 80 feet to the beginning corner.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Eula G. Bjerke as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1158, Page 250, on November 13, 1981

This mortgage is junior and second in lien to that certain note and mortgage given to Collateral Investment Company as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1444, Page 416, on September 15, 1978.

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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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