

Mortgagee's Address: 7 Bradford Street, Greenville, S.C. 29615 1561 50

MORTGAGE OF REAL ESTATE BY A CORPORATION—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law,

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
S.C.

MORTGAGE OF REAL ESTATE BY A CORPORATION
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Greenco Realty, Inc. PH '82

a corporation chartered under the laws of the State of South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto Marcus Investment Properties, Inc.

(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 Two Hundred Eighteen Thousand Nine Hundred Ninety-Eight and 74/100ths Dollars (\$ 218,998.74) due and payable

without interest on May 31, 1982 or upon completion of interior improvements on property known as Lot 13, Park 276 East, Section 1, in accordance with Contract dated January 4, 1982, whichever shall later occur.

with interest thereon from the date of recording of this mortgage to the date of payment in full.

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, the Mortgagee's heirs, 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

All that certain piece, parcel or lot of land situate, lying and being in the City of Simpsonville, County of Greenville, State of South Carolina being shown and designated as Lot 13 of Park 276 East, Section 1, on a plat thereof prepared by Enwright and Associates dated November 14, 1980 revised February 19, 1981, recorded in the RMC Office for Greenville County in Plat Book 7X, Page 81, and having the metes and bounds shown thereon; and being the same property conveyed

The lien of the within mortgage is understood and agreed to be junior in rank to that certain mortgage of S and P Properties, Inc. recorded in the RMC Office for Greenville County in Mortgage Book 1558, Page 852 and also to the lien of that certain mortgage of Frank J. Levy recorded in said office in Mortgage Book 1558, Page 892.

The above described property is the same property conveyed to the Mortgagor by deed of Marcus Investment Properties, Inc. recorded January 5, 1981 in Deed Book 1160 at page 526.

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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.

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