

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GR: FILED
CO. S. C. MORTGAGE OF REAL ESTATE
APR 16 1982
DONNA W. WATERSLEY
REC'D

WHEREAS, C. SCOTT CROSBY

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

JERRY W. HENRY AND PHYLLIS S. HENRY

(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 FIVE HUNDRED FIFTENN AND 81/100----- Dollars (\$ 10,515.81) 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 13% per centum per annum, to be paid: Monthly

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:

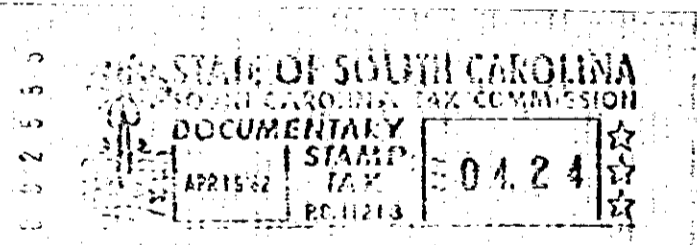
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 71, as shown on a plat of the subdivision of Westminister Village, Section I, recorded in the R.M.C. Office for Greenville County, S. C. in plat book 5-P at page 40, reference being made to said plat for a more particular description thereof.

THIS is the same property conveyed to the Mortgagor herein by deed of Jerry W. Henry and Phyllis S. Henry, dated April 16, 1982, and recorded simultaneously herewith.

THIS mortgage is junior in lien to that certain mortgage in favor of N.C.N.B. Mortgage of the South, dated November 9, 1978, and recorded in the R.M.C. Office for Greenville County, S. C. in R.E.M. Book 1449 at Page 731, in the original amount of \$43,850.00, and having a principal unpaid balance of \$44,449.06. Said mortgage being assigned to Federal National Mortgage Association on December 20, 1978, and recorded in R.E.M. Book 1453 at Page 720.

Mortgagee's Address:

209 Rockbridge Road
Greenville, S. C.
29607



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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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