

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

S. C.

AM '82

RSLEY

MORTGAGE OF REAL ESTATE

1558 05

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Ruth J. Nealy

(hereinafter referred to as Mortgagor) is well and truly indebted unto Carl J. Nealy

(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 Twenty Thousand Two Hundred Ninety-Eight and 28/100 (\$20,298.28) Dollars ~~XXXXXXXXXXXX~~ due and payable in one instalment due on or before October 27, 1983

with interest thereon from date at the rate of 12% per centum per annum, to be paid: after maturity

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, on the western side of Thames Drive being known and designated as Lot No. 40 of Avon Park Subdivision, plat of which is recorded in the RMC Office for Greenville County, in Plat Book KK, at Page 51 and having such metes and bounds as shown thereon, reference to said plat is being made for a more complete description.

ALSO: all that piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Thames Drive, being the southern most 25 feet of Lot No. 41 of Avon Park Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book KK, at Page 71 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Thames Drive, joint front corners of Lots 40 and 41; and running thence S. 84-18 W. 175 feet to an iron pin; thence N. 5-42 E. 25 feet to a point; thence in a new line in Lot No. 41 N. 84-18 E. 175 feet to a point on the western side of Thames Drive; thence with said drive S. 5-42 W. 25 feet to the point of beginning.

This is the same property conveyed to Carl J. Nealy and Ruth J. Nealy by deed of Robert L. Gilreath and Juanita P. Gilreath recorded in RMC Office for Greenville County, SC in Deed Book 874, page 480.

This mortgage is junior and inferior to a certain first mortgage in favor of Fidelity Federal Savings and Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 964, at page 10 and having a principal balance of \$7,331.94.

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STATE OF SOUTH CAROLINA
DOCUMENTARY
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\$ 00.12

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.

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