

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
17 PM '82
S. C.
SHERSLEY

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

WHEREAS, MARTIN L. JOHNSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto EUGENE WALTON BEACHAM, SR.

(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 Six Thousand and No/100

Dollars (\$ 26,000.00) due and payable

in accordance with terms of note of even date herewith

with interest thereon from date _____ at the rate of twelve _____ 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, City of Greenville, located on the West side of McDaniel Avenue and designated as Lot No. 32, the major portion of Lot No. 31 and a small strip on the Eastern side of Lot No. 30 of the property of McDaniel Heights, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book G, Page 214 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Northwestern intersection of McDaniel Avenue and Ben Street and running thence along the Northern side of Ben Street, Due West 167.4 feet to an iron pin at the corner of Timmon's property, which iron pin is 10 feet Due East of the joint corner of Lots Nos. 30 and 31; thence along Timmon's line N. 7-15 E., 76.96 feet to an iron pin; thence continuing along the Timmon's line N. 3-38 E., 102.96 feet to an iron pin in the line of the Cleveland property, which iron pin is 20 feet Due West of original joint rear corner of Lots Nos. 30 and 32; thence along the Cleveland line, Due East 197.4 feet to an iron pin on the Western side of McDaniel Avenue; thence along the Western side of McDaniel Avenue S. 14-29 W., 185 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagor by deed of Eugene Walton Beacham, Jr. as Attorney-in-Fact for Eugene Walton Beacham, Sr. recorded in the R.M.C. Office for Greenville County on April 30, 1982, in Deed Book 1166, Page 244.

This mortgage is junior in lien to that certain mortgage executed this date in favor of the above mortgagee in the original amount of \$105,000.00 recorded simultaneously herewith.

GCCTO -----3 AP 30 82 068

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
10.40

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.

RECORD

4328 RV-2