

Long, Black & Gaston
BOOK 1570 PAGE 981

RECORDED
MAY 15 10 35 AM '82
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, JON T. BAKER and JO ANN BAKER

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

(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

FORTY THOUSAND DOLLARS AND NO/100----- Dollars (\$ 40,000.00) 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 ~~fixed at the rate of~~ based upon United Virginia Bank's Personal Demand Loan Rate which, as of this date, is seventeen percent (17%). This interest rate is subject to periodic adjustments. 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. 10 of a subdivision known as Pebble Creek, Phase II, as shown on plat thereof being recorded in the R.M.C. Office for Greenville County in Plat Book 6-H, at Page 87, and having according to said plat such metes and bounds as appear thereon.

THIS is the same property conveyed to the Mortgagor's herein by deed of Pebblepart, LTD, South Carolina Limited Partnership, dated June 25, 1979, and recorded June 26, 1979, in the RMC Office for Greenville County in Deed Book 1105 at Page 474.

THIS mortgage is junior in lien to that certain mortgage in favor of First Federal Savings and Loan Association, recorded in the RMC Office for Greenville County, S. C. in REM Book 1471, at Page 380, in the original amount of \$60,000.00.

Suit 1000, Plat Title Harad
1108 S. Main Street
Richmond, Va.
23219

STATE OF SOUTH CAROLINA
DOCUMENTARY
MAY 25 1982
STAMP
R.M.C.
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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.