

MORTGAGE OF REAL ESTATE -

BOOK 1572 PAGE 630

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

S. C.

PH '82 MORTGAGE OF REAL ESTATE

RSLEY ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WZ, HARRELL W. AND JAMIE A. LIGON

(hereinafter referred to as Mortgagor) is well and truly indebted unto LANGDON S. LIGON, JR.

*40 Lang Ligon Co
Pelham Road, Greenville SC*

(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 AND 00/100----- Dollars (\$40,000.00) due and payable

AT THE RATE OF \$497.41 PER MONTH, BEGINNING ON AUGUST 1, 1982 AND CONTINUING ON THE FIRST OF EACH MONTH THEREAFTER UNTIL PAID IN FULL; THIS OBLIGATION BEARS INTEREST AS THE RATE EARNED BY THE E. F. HUTTON CASH MANAGEMENT FUND;

with interest thereon from (N/A) at the rate of (N/A) per centum per annum, to be paid: MONTHLY AS ABOVE

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

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 76 of a Subdivision known as Foxcroft, Section I, as shown on a plat thereof prepared by C. O. Riddle, recorded in the RMC Office for Greenville County in Plat Book 4-F, at Page 3, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Stonehedge Drive, joint front corner of Lots 75 and 76, and running thence with the joint line of said lots, N. 81-41 W. 166.7 feet to an iron pin, joint rear corner of Lots 75 and 76; thence with the rear line of Lot 76, N. 3-09 W. 23.3 feet to an iron pin; thence continuing with the rear line of Lot 76, N. 8-05 E. 86.2 feet to an iron pin, joint rear corner of Lots 76 and 77; thence with the joint line of said lots, N. 86-44 E. 155.7 feet to an iron pin on the western side of Stonehedge Drive, joint front corner of Lots 76 and 77; thence with the western side of Stonehedge Drive, the following courses and distances, to-wit: S. 3-16 E. 47 feet; S. 6-06 W. 47 feet to the point of beginning.

This conveyance is made subject to any restrictions, rights of way, or easements that may appear of record on the recorded plat or on the premises of the subject property.

This is the same property conveyed to Edwin C. Holbrook and Barbara Ann W. Holbrook from James H. Rowe and Janet C. Rowe by deed dated July 14, 1978, as recorded in the RMC Office of Greenville County, S. C., in Deed Book 1083, Page 176, on July 14, 1978, and subsequently conveyed to the mortgagor's by deed recorded simultaneously with this mortgage.

This mortgage is a second mortgage and junior in lien priority to that mortgage from above-named mortgagors to First Federal Savings and Loan Association executed and recorded on the same date as this instrument.

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DOCUMENTARY STAMP \$16.00

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 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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