

PT 2 BLACK ROAD, GREENVILLE, SC 29607
MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

S. C. MORTGAGE OF REAL ESTATE

BOOK: 1573 PAGE: 113

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Joe E. Epps and Valeria J. Epps

(hereinafter referred to as Mortgagor) is well and truly indebted unto Daniel M. Salle', James B. Snoddy and Fred W. Noblitt

(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

Eleven Thousand

Dollars (\$ 11,000.00) due and payable

with interest thereon from even date at the rate of per note per centum per annum, to be paid: as per note

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 south side of Ardmore Drive, near the City of Greenville, and being Lot 142 of Colonial Hills, Section 3, according to survey and plat by Piedmont Engineers & Architects, dated May 7, 1965, recorded in Pat Book BBB, Page 91, in the RMC Office for Greenville County, and having according to said plat, such metes and bounds as shown thereon.

DERIVATION: This being the same property conveyed to Mortgagor by deed of Mortgagee as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1168, Page 845, on June 18, 1982.

This mortgage is junior and third in lien to the mortgage given to First Federal Savings & Loan Association as recorded in Mortgage Book 1487, Page 367, on November 6, 1979, and the second mortgage given to First Union Mortgage Corporation as recorded in Mortgage Book 1573, Page 108, on June 18, 1982.

This mortgage is personal to the Mortgagor named above and may not be assumed by any party or transferred by Mortgagor. This mortgage is based in part upon prior dealings between Mortgagor and Mortgagee which form a part of the basis for the making of this loan it being the intent of Mortgagee to aid Mortgagor but not to provide the same aid to an unknown third party. Any attempts to circumvent the provisions of this paragraph shall constitute a default of the terms hereof and the note secured by this mortgage shall immediately become due and payable in its entirety. In addition, Mortgagor shall pay all legal fees, court costs and/or other expenses incurred by Mortgagee in the enforcement of this paragraph.

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RECORDED IN GREENVILLE COUNTY, SOUTH CAROLINA
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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 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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