

224 Elaine Av, Taylors, SC 29687  
MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }  
S. C. }  
MORTGAGE OF REAL ESTATE }  
TO ALL WHOM THESE PRESENTS MAY CONCERN: }  
SEP 14 '82 }  
WILKINSLEY }

WHEREAS, Daniel M. Salle', James B. Snoddy, and Fred W. Noblitt  
(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles S. Foss and Gwendolyn F. Foss  
(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  
Ten Thousand Six Hundred Thirty-five and 21/100ths Dollars (\$10,635.21 ) due and payable

with interest thereon from even date at the rate of 12% per centum per annum, to be paid: according to said 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, located on Elaine Avenue near the City of Greenville, being shown and designated as Lot 21 on plat of survey for Charles S. Foss and Gwendolyn F. Foss by R. B. Bruce, RLS, dated June 14, 1978, to be recorded herewith, and being more particularly described with reference to said plat of survey as follows:

COMMENCING at an iron pin on the western side of Elaine Avenue, approximately 1,492 feet from the intersection of Lee Road and Elaine Avenue, thence with Elaine Avenue S 31-19 E 75.0 feet to an iron pin; thence S 58-41 W 254.7 feet to an iron pin; thence N 33-31 W 75.05 feet to an iron pin; thence N 58-41 E 257.6 feet to an iron pin, the point of commencement.

DERIVATION: This being the same property conveyed to mortgagor herein by deed of Charles S. Foss and Gwendolyn F. Foss as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1169, Page 675, on July 2, 1982.

This mortgage is junior and second in lien to that certain note and mortgage given to NCNB Mortgage South, Inc. as recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1436, Page 198, on June 26, 1978, and later assigned to Colonial Mortgage Company, which assignment is recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1480, Page 341, on September 11, 1979.

The Power of Attorney is recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1169, Page 669.

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STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
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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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