

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OFFICE OF THE
S. C.
JUL 22 PM '82
GREENVILLE
RSLEY

MORTGAGE OF REAL ESTATE BOOK 1574 PAGE 522

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Charles R. Oglesby and Peggy C. Oglesby

(hereinafter referred to as Mortgagor) is well and truly indebted unto Foothills Delta P, Inc.,
Post Office Box 6724, Greenville, S. C. 29606

(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-eight Thousand Six Hundred Forty-one and 59/100----- Dollars (\$ 28,641.59) due and payable

in accordance with the terms of said note;

with interest thereon from date at the rate of twelve per centum per annum, to be paid: annually

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:

~~XXX ALL THE ABOVE PROPERTY IS SUBJECT TO THE MORTGAGE OF CHARLES R. OGLESBY AND PEGGY C. OGLESBY TO THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE~~

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 76 on plat of HOLLY TREE PLANTATION, PHASE III, SECTION 1, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-H, at page 74, reference to which is hereby made for a more complete description by metes and bounds.

This is the same property conveyed to Charles R. Oglesby and Peggy C. Oglesby by Foothills Delta P, Inc. by deed of even date, recorded herewith.

This is a second mortgage, being junior in lien to that certain mortgage to First Federal Savings and Loan Association dated July 2, 1982, recorded herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
JUL 22 1982
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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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