

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C.
SEP 1 3 17 PM '82

MORTGAGE OF REAL ESTATE

BOOK 1579 PAGE 479

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, We, Dennis M. and Jo Ann Riggs

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. E. Freeman Construction Company, Inc.
8 Tilman Court, Greenville, S. C.

(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

Fifteen Thousand and 00/100-----Dollars (\$15,000.00) due and payable in 5 equal annual installments of \$4,151.15, with the first such installment due on August 25, 1984, and the remaining installments on August 25 of each successive year; each payment shall be first applied to accrued interest, balance to principal; this mortgage bears no interest until August 25, 1983, at which time interest shall accrue at ~~XXXXXXXXXXXX~~ twelve per cent.

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 Mortgagee 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 # 327 of Section V of a Subdivision known as Poinsettia (Sheet 2), said subdivision being located in the corporate limits of the Town of Simonsville, with the said Plat recorded in the RMC Office for Greenville Co., in Plat Book 5P at Page 34, reference to which is craved for a more complete description of the metes and bounds thereof;

This is a portion of the same property conveyed to the mortgagee by deed from Poinsett Realty Company dated 3 March 1981, recorded in the RMC Office for Greenville County in Deed Book 1145 at Page 953.

This mortgage shall not be transferred or assigned to any subsequent owner of the above-described property, and the mortgagors specifically covenant with the mortgagee that they will not convey or sell, either locally or equitably, the above premises without first discharging all indebtedness which is secured by this mortgage.

This mortgage is junior in lien priority to that certain mortgage from Dennis M. and Jo Ann Riggs which is recorded in Mortgage Book 1579 at Page 473 to Security Federal Savings and Loan Association.

RECORDING STAMP
MORTGAGE
\$ 0 0 0 0

420 8 51301001

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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