

OCT 12 2 27 PM '82

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, TOMMY P. MCLEES AND BARBARA J. MCLEES

(hereinafter referred to as Mortgagor) is well and truly indebted unto COMMERCIAL MORTGAGE CO., INC.
512 E. North Street, Greenville, S.C. 29601

(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 Thousand and 00/100-----
----- Dollars (\$20,000.00) due and payable

as per note of even date

with interest thereon from date at the rate of 36 per centum per annum, to be paid monthly commencing
November 1, 1982

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 southern side of Verner Drive and being known and designated as Lot No. 26 on plat of Cedar Vale recorded in the R.M.C. Office for Greenville County in Plat Book 000 at Page 13, and having, according to said plat the following metes and bounds, to-wit:

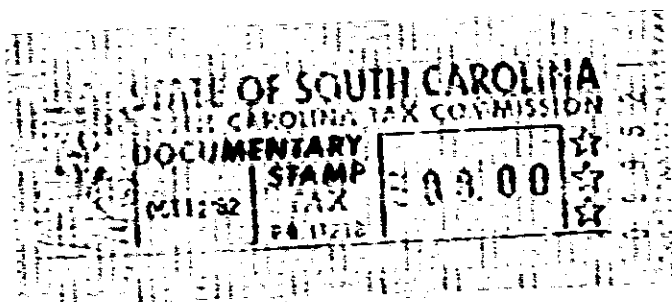
BEGINNING at an iron pin on the southern side of Verner Drive at the joint front corner of Lots Nos. 26 and 27 and running thence along the joint line of said lots S. 15-18 W., 179.1 feet to an iron pin; thence S. 74-52 E., 100 feet to an iron pin; thence along the joint line of Lots Nos. 25 and 26 S. 15-18 E., 178.8 feet to an iron pin on the southern side of Verner Drive; thence along said drive N. 74-52 W., 100 feet to the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of Delores S. McLees, recorded in the R.M.C. Office for Greenville County on November 28, 1970, in Deed Book 903, at Page 164.

This mortgage is second and junior in lien to that certain mortgage to Fidelity Federal Savings and Loan now known as American Federal, recorded on March 24, 1978 in REM Book 1426, at page 889 in the R.M.C. Office for Greenville County, S.C. Said mortgage had an original balance of \$37,000.00 and has a present balance of

ALSO: Lot Number adjacent to the above described property and reference is made to the above stated plat for the metes and bounds.

SC70
-----2 OCT 12 82
4/0



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

4-0001

907

4328 W.