

MORTGAGE OF REAL ESTATE -

Mortgagee Address:
c/o John G. Cheros, Attorney
1300 E. Washington Street
Greenville, SC 29607

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C.
03 PH '83
JOHN L. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE BOOK 1591 PAGE 242

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, FURMAN COOPER BUILDERS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE VISTA CO., INC. and DEE A. SMITH COMPANY, INC.

(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 EIGHT THOUSAND TWO HUNDRED FIFTY AND NO/100

Dollars (\$ 8,250.00) due and payable upon the obtaining of Second construction draw or February 15, 1983, whichever first occurs

with interest thereon from maturity at the rate of fifteen per centum per annum, to be paid: at maturity

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, shown as Lot No. 38 on plat of BROOKFIELD WEST, Section II, recorded in Plat Book 7X, Page 88, and having such courses and distances as will appear by reference to said plat.

Being the same property conveyed to the mortgagor herein by the mortgagees herein by deed to be recorded of even date herewith.

This mortgage is second and junior in lien to that certain mortgage in favor of First National Bank of South Carolina, dated January 7, 1983 in the original amount of \$81,000.00, to be recorded of even date herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
STAMP
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PB. 11218

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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