

MAR 3 3 59 PM '83

BOOK 1596 PAGE 644

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James E. Fowler

(hereinafter referred to as Mortgagor) is well and truly indebted unto Clyde Daniel Goodwin

(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 Four Thousand Eight Hundred and No/100-----
Dollars (\$4,800.00) due and payable
in equal installments of One Hundred (\$100.00) Dollars each every
two (2) weeks, commencing March 16, 1983, and continuing every two
(2) weeks thereafter until paid in full with no interest.

~~with interest thereon from date of the note at the rate of~~~~XXX: certain per annum to be paid~~

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:

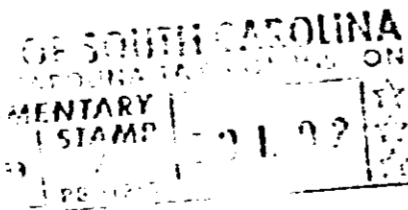
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, Town of Mauldin, on the Northern side of Fairfield Drive, being known and designated as Lot No. 60 as shown on a plat of Glendale, dated May, 1953, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book KK, at Pages 128 and 129, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Fairfield Drive 203.5 feet East from School Street at the joint front corner of Lots Nos. 59 and 60, and running thence with the line of Lot No. 59 N. 12-59 W. 173.7 feet to an iron pin; thence, N. 51-43 E. 103.4 feet to an iron pin at the joint rear corner of Lots Nos. 60 and 61; thence with the line of Lot No. 61, S. 12-59 E. 217.9 feet to an iron pin on the Northern side of Fairfield Drive; thence with the Northern side of Fairfield Drive, S. 77-01 W. 93.5 feet to the point of beginning.

This is the same property conveyed to James E. Fowler and Betty C. Fowler by deed of Clifton Spears and Mildred C. Spears dated June 11, 1970, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 893, at Page 216. Subsequent thereto, Betty C. Fowler has conveyed all of her right, title and interest in said property, the same being an undivided one-half (1/2) interest to James E. Fowler as shown by her deed dated March 3, 1983 and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1189, at Page 610.

The lien of this mortgage is junior and inferior in rank to that first-mortgage lien given to Collateral Investment Company in the original amount of \$17,450.00, as recorded in the RMC Office for Greenville County, South Carolina, in REM Book 1159, at Page 313.



Together with all and singular rights, members, herditaments, 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.

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