

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUL 19 11 02 AM '83
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James H. Westmoreland, Jr. and Myra Westmoreland

(hereinafter referred to as Mortgagor) is well and truly indebted unto James R. Rochester

(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 Two Thousand and no/100-----

Dollars (\$ 2,000.00) due and payable

in equal consecutive monthly installments of \$150.00 per month, commencing August 15, 1983, and continuing on the 15th day of each month thereafter until fully paid.

with interest thereon from even date at the rate of eleven (11%) per centum per annum, to be paid: in accordance with the terms of said promissory note.

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,

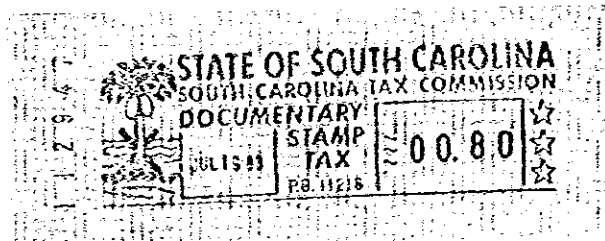
adjoining property of Mauldin School, and known and designated as Lot No. 3 on a Plat of "Property of Jim Willis Whitt", which plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book DD, at Page 5-A, said lot, according to said plat, having the following courses and distances, to-wit:

BEGINNING at an old iron pin on Sunrise Drive, joint front corner of Lot Numbers 2 and 3 and running thence S. 24-06 E. 281.1 feet to an old iron pin in line of Mauldin School property; thence with the Mauldin School property line S. 60-15 W. 90 feet to an old iron pin; thence with the property now or formerly owned by Richard Dunaway N. 24-06 W. 281.9 feet to an old iron pin on Sunrise Drive; thence with the Eastern side of said Sunrise Drive N. 60-44 E. 90 feet to the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of Odis C. Boiter of even date and to be recorded herewith.

This mortgage is junior in lien to that certain mortgage covering the above-described property from Odis C. Boiter in favor of First Federal Savings and Loan Association in the original amount of \$22,000.00 dated December 5, 1982, and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1588 at Page 282. This mortgage is also junior in lien to that certain wrap-around mortgage covering the above-described property executed this date by the Mortgagors herein in favor of Odis C. Boiter and Betty K. Boiter in the original sum of \$45,000.00 to be recorded herewith.

RECORDED
-- JUL 19 1983 043



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 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.