

STATE OF SOUTH CAROLINA GREENVILLE COUNTY OF GREENVILLE
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
1621 997
FILED
AUG 19 4 01 PM '83
DONALD

WHEREAS, Jimmy J. Lindsey Real Estate Co., Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Commercial Mortgage Company, Inc. P. O. Box 566, Fountain Inn, S. C. 29644

(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 Five Thousand Five Hundred and No/100----- Dollars \$ 5,500.00 ; due and payable

in accordance with the terms and conditions of note executed of even date

with interest thereon from date of the rate of _____ per centum 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, being known and designated as Lot No. 81 on plat of property of Belle Meade, Sections 1 and 2, recorded in the RMC Office for Greenville County in Plat Book EE at Page 117 and having, according to said plat, metes and bounds as shown thereon.

This being the same property as conveyed to mortgagor by deed of Sallie C. Huguenin recorded March 8, 1983 in Deed Book 1184, Page 1, RMC Office for Greenville County.

This mortgage is junior and second in lien to that mortgage to First Citizens Bank & Trust Co. recorded March 8, 1983 in Mortgage Book 1597, Page 116, R. M. C. Office for Greenville County in the original amount of \$26,000.

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 fixed 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 and . . . for the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

400 3 55211A01

1621 997

1621 997