

MORTGAGE OF REAL ESTATE

BOOK 1624 PAGE 64

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED  
GREENVILLE  
SEP 7 12 49 PM '80  
DONNIE R.M.C.

WHEREAS, William A. Christopher, Jr. and Deborah F. Christopher  
(hereinafter referred to as Mortgagor) is well and truly indebted unto Donald F. Waggoner

(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 Sixty Thousand

Dollars (\$ 60,000.00 ) due and payable

with interest thereon from even date at the rate of per note per centum per annum, to be paid: as set forth in said 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, situate on the southwestern side of Lexington Court being shown as Lot 115 on a plat of Powderhorn Subdivision, Sec. 3 dated February 19, 1979, prepared by C. O. Riddle, Surveyor, recorded in Plat Book 7-C, Page 4 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Lexington Court at the joint front corner of Lot 114 and Lot 115 and running thence with Lot 114 S 37-00 W 120 feet to an iron pin at the joint rear corner of Lot 114 and Lot 115; thence S 53-00 E 80 feet to an iron pin at the joint rear corner of Lot 115 and Lot 116; thence with Lot 116 N 37-00 E 120 feet to an iron pin on Lexington Court; thence with Lexington Court N 53-00 W 80 feet to the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of American Service Corporation as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1118, Page 803, on January 11, 1980.

Any disposition, of whatever nature, including, but not limited to assignment, lease, as well as sale, without mortgagee's written consent shall constitute a violation of the terms of this mortgage and shall be treated as a default with the results provided in Paragraph 6 hereof following.

This mortgage is junior and second in lien to that certain note and mortgage given to Fidelity Federal Savings & Loan Association as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1493, Page 21, on January 11, 1980.

100  
100  
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100  
100

STATE OF SOUTH CAROLINA  
GREENVILLE COUNTY TAX COMMISSION  
DOCUMENTARY  
STAMP  
TAX \$ 24.00  
SEP-783  
10-12-80

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.

100  
100  
100  
100

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