

MORTGAGE OF REAL ESTATE - Mortgagee's address:

Suite A-1, McBee Plaza

617 E. McBee Ave., Greenville SC 29601

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Ost 7 2 52 PM '83

DONNIE S. MASSEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, FRANK PETRANCOSTA, JR. and EILEEN C. PETRANCOSTA

(hereinafter referred to as Mortgagor) is well and truly indebted unto DANT GOEPPER, Trustee of the Mark Petrancosta Trust

(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

Forty Thousand and no/100 ----- Dollars (\$ 40,000.00) due and payable

on demand

with interest thereon from _____ at the rate of twelve per centum per annum, to be paid: monthly, in advance.

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 more fully described as follows:

All that piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the southern side of Hillsborough Drive, in Greenville County, South Carolina, being known and designated as Lot No. 118 on a plat entitled, "FINAL PLAT REVISED, MAP NO. 2, FOXCROFT, SECTION 2", made by C. O. Riddle, dated July 15, 1971, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-N, pages 36 and 37, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Hillsborough Drive, at the joint front corner of Lots Nos. 118 and 119, and running thence with the common line of said lots, S. 11-25 W., 172.5 feet to an iron pin, the joint rear corner of Lots Nos. 118 and 119; thence N. 8-19 W., 61.4 feet to an iron pin; thence in a northwesterly direction 66.6 feet to an iron pin, the joint rear corner of Lot Nos. 117 and 118; thence with the common line of said lots, N. 12-58 E., 173.1 feet to an iron pin on the southern side of Hillsborough Drive; thence with the southern side of Hillsborough Drive S. 77-21 E., 123 feet to an iron pin, the point of BEGINNING.

The above property is the same property conveyed to the mortgagors herein by deed of Charlie Spivak, recorded in Deed Book 1016, Page 888, subject to the rights of way, easements, conditions, public roads and restrictive covenants reserved on plats and other instruments of public record and actually existing on the grounds affecting said property.

This mortgage is junior in priority to that certain mortgage given by mortgagors to Fidelity Federal Savings and Loan Association, recorded in the R.M.C. Office for Greenville County, State of South Carolina, in Mortgage Book 1295 at Page 15, the 16th day of April, 1975.

9 004

RECORDED IN GREENVILLE COUNTY, SOUTH CAROLINA
MORTGAGE BOOK 1295 PAGE 15
OCT-10 1983
STAMP TAX \$ 10.00

1 1901

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.

210

4328-112