

STATE OF SOUTH CAROLINA } Mortgagor's address: 11 Red Fox Court, Greenville, S. C. 29615
COUNTY OF GREENVILLE } Mortgagor's address: 11 Red Fox Court, Greenville, S. C. 29615
FILED OCT 23 3 11 PM '89 ALL WHOM THESE PRESENTS MAY CONCERN:

DUNNIE S. JANKERSLEY
R.M.C.

WHEREAS, Ottis M. Ballenger and Ann S. Ballenger

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. Reeves Dabney, as Trustee of the Laura Ann Ballenger Trust and the Ottis Mark Ballenger 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 Fifty Thousand and No/100ths ----- Dollars (\$ 50,000.00) due and payable

on demand

with interest thereon from date at the rate of 15% per centum per annum, to be paid: on or before 12/31 each year

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 and being on the northeasterly side of Red Fox Trail, near the City of Greenville, being shown and designated as Lot No. 21, on a plat of Foxcroft, Section 1, by C. O. Riddle, dated September 15, 1969, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-F, page 3, reference to said plat is hereby craved for the metes and bounds thereof.

The above property is the same property conveyed to the Mortgagors herein by deed of Kathleen T. Redmond, recorded in the R.M.C. Office for Greenville County in Deed Book 978 at Page 214 on July 2, 1973.

This mortgage is junior in priority to that certain mortgage given to Fidelity Federal Savings and Loan Association recorded in the R.M.C. Office for Greenville County in Mortgage Book 1171 at Page 648 on December 29, 1973, in the original amount of \$46,500.00, and that certain mortgage given to L. Reeves Dabney, as Trustee of the Amy Lynn Ballenger Trust, recorded in the R.M.C. Office for Greenville County in Mortgage Book 1590 at Page 730 on January 3, 1983, in the original amount of \$25,000.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
TAX \$ 20.00

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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.

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