

Mortgagee: 9F Lewis Village Condos, Lewis Drive, Greenville, S.C.

1036 429

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
OFFICE OF THE CLERK
OF THE COUNTY OF S.C.
NOV 23 10 35 AM '83

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

WHEREAS, JUNNIE WINDSOR WINDSORLEY
R.M.C.
RICKY LANE BEEBE AND INTA ANNA BEEBE

(hereinafter referred to as Mortgagor) is well and truly indebted unto CARL A. WINDSOR AND DIANNE K. WINDSOR

(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 Three Thousand and No/100-----

Dollars (\$ 3,000.00) due and payable

in accordance with terms of note of even date herewith

with interest thereon from date at the rate of 13.50% per centum per annum, to be paid: monthly

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, shown as Lot 120, Section 4 on plat of Duncan Mills, recorded in the R.M.C. Office for Greenville County in Plat Book S, Page 173 and fronting 70 feet on the southeastern side of Smythe Street.

This is the same property conveyed to the mortgagors by deed of mortgagees recorded simultaneously herewith.

This mortgage is junior in lien to that certain mortgage executed in favor of First Federal Savings and Loan Association in the original amount of \$32,400.00 recorded in the R.M.C. Office for Greenville County on November 5, 1979, in R. E. Mortgage Book 1487, Page 165. Said mortgage has a present balance of \$31,792.00.

This mortgage may not be assumed without the prior written consent of the mortgagees.

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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 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 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 from and against the Mortgagor and all persons whatsoever lawfully claiming the same or any part thereof.

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