



MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Wyatt J. Owens and Louise W. Owens

(hereinafter referred to as Mortgagor) is well and truly indebted unto Linda Lou Scribner

(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 Nineteen Thousand and no/100-----

Dollars (\$ 19,000.00) due and payable

ACCORDING TO TERMS SET OUT IN SAID NOTE

with interest thereon from 1/1/84 at the rate of 12.0% 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, being known and designated as Lot No. 112 CANEBREAK Sub-division, Section I, as shown on plat recorded in the RMC Office for Greenville County in Plat Book 5-D at Page 95 (a revised plat of Section I being recorded in Plat Book 5-P at Page 28 in which Lot 112 has the same courses and distances in both plats) and having, according to said plat, such metes and bounds as are more fully shown thereon.

This being the same property conveyed to mortgagors by Linda Lou Scribner dated December 13, 1983, recorded on December 16th, 1983, in Deed Book 1202 at Page 595

This mortgage being junior to that certain mortgage given to NCMB Mortgage South, Inc., dated April 17, 1978, recorded on April 18, 1978, in Mortgage Book 1429 at Page 193 in the original amount of \$49,950.00; assigned to Colonial Mortgage Company on June 20, 1980, in Mortgage Book 1505 at Page 759.

Mortgagors may prepay without penalty.

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RECORDED IN DEED BOOK 1202 AT PAGE 595

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 Mortgagee 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 Mortgagee 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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