

MORTGAGE OF REAL ESTATE - 59 Forest Lane
Greenville, S. C.

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STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }
FILED
GREENVILLE CO. S. C.
4 21 1983

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOHN H. MASSEY
R.M.C.

WHEREAS. Susan K. Shelley

(hereinafter referred to as Mortgagor) is well and truly indebted unto P. Edwin Good, Jr., Trustee of the Laura A. Shelley Trust, the Amy E. Shelley Trust and the Brian W. Shelley 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 Thirty Six Thousand Five Hundred and No/100ths----- Dollars (\$36,500.00) due and payable on demand

with interest thereon from _____ date _____ at the rate of twelve per centum per annum, to be paid: yearly

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:

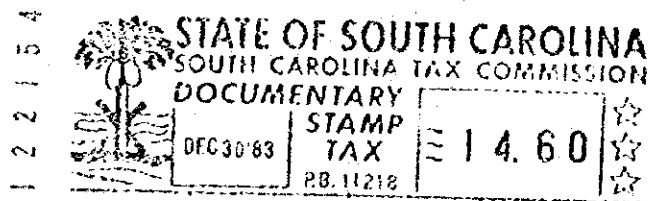
"ALL that certain piece, parcel or lot of land, with all unimprovements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, shown and designated as Lot 43 on plat of Meyers Park, Sec. Two, Amended by C. O. Riddle, Surveyor dated November 10, 1976, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5P, at Page 57, and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the southern side of Forest Lane at the joint front corner of the premises herein described and Lot No. 42, and running thence with the line of Lot No. 42, S. 6-39 E. 236.39 feet to an iron pin in the line of property now or formerly of Greenville Country Club; thence with the line of property now or formerly of Greenville Country Club the following courses and distances: S. 75-48 E. 68.45 feet to an iron pin; N. 78-04 E. 136.29 feet to an iron pin at the joint rear corner of Lot No. 43 and Lot No. 44; thence with the line of Lot No. 44, N. 25-10 W. 280.76 feet to an iron pin on the southern side of Forest Lane; thence with the southern side of Forest Lane, S. 74-05 W. 112 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Hamlin Beattie, dated November 29, 1979 and recorded in the R.M.C. Office for Greenville County in Deed Book 1116 at Page 635 on November 30, 1979.

This mortgage is junior in priority to that certain mortgage given to First Federal Savings and Loan Association recorded in Mortgage Book 1524 at Page 503 on November 14, 1980 in the principal amount of \$137,450.

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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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