

Mortgagee's Address: P. O. Box 6266, Greenville, SC 29606
MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S.C.

1183 314

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

RECORDED IN BOOK 1183 PAGE 314

APR 20 9 43 AM '84
R.M.C.

WHEREAS, ANDREW CALDWELL and KATIE LEE CALDWELL

(hereinafter referred to as Mortgagor) is well and truly indebted unto TRIANGLE CONSTRUCTION COMPANY

(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

Four Thousand, Five Hundred and no/100-----Dollars (\$4,500.00) due and payable on demand without interest prior to maturity;

with interest thereon from maturity at the rate of ten (10) per centum per annum, to be paid:

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, the Mortgagee's heirs, 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, lying and being on the southeasterly side of Alleta Avenue in the City of Greenville, South Carolina and being shown as the greater portion of Lot No. 34 and the lesser portions of Lots Nos. 32 and 36 on the plat of Hillside Terrace, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book F, Page 154, and having according to a more recent survey made by R. W. Dalton dated May 1954, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Alleta Avenue, said iron pin being located 214.6 feet in a southwesterly direction from the southerly corner of the intersection of Alleta Avenue and Clevervine Avenue (formerly Hillside Avenue), and running thence S. 28-20 E. 126 feet to an iron pin; thence S. 53-47 W. 81.4 feet to an iron pin; thence N. 25-20 W. 125.9 feet to an iron pin on the southeasterly side of Alleta Avenue; thence along the southeasterly side of Alleta Avenue, N. 53-15 E. 75 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by Deed of Sheldon A. LaBelle and Kathleen L. LaBelle dated May 21, 1971, recorded the same date in the Greenville County R.M.C. Office in Deed Book 915 at Page 632.

The lien of this mortgage is second in priority to the lien of that certain mortgage given by the Mortgagors herein to First Federal Savings and Loan Association of Greenville dated May 21, 1971, recorded the same date in Mortgage Book 1191, Page 649, Greenville County R.M.C. Office, securing an indebtedness in the original principal amount of \$23,000.00.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX \$ 0 1 0 0

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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 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.