

Vol. 1392 p. 886

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

S. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

MAY 15 9 44 AM '84

WHEREAS, ^{John} Robert J. Booker and Patricia C. Booker,

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Palmetto Bank, 300 North Weston Street, Fountain Inn, S. C. 29644,

(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 Eight Thousand and No/100----- Dollars (\$ 8,000.00) due and payable

in accordance with the terms and conditions of Note executed of even date,

with interest thereon from date of the rate of _____ 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, 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, near Simpsonville, and being shown on a plat entitled "Property of Vernon R. Cooper", prepared by C. O. Riddle, R.L.S., dated March 7, 1977, as containing 3.00 acres, and being more particularly described according to said plat, to-wit:

BEGINNING at a point in or near the center of Bethany Road, which point is 559.1 feet south of iron pin in intersection of Bethany Road and Jones Mill Road, and running thence along said Bethany Road, S. 17-55 E. 79 feet to a point; thence S. 19-21 E. 100 feet to a point; thence S. 22-05 E. 66 feet to a point; thence turning and running S. 61-55 W. 714.4 feet to an iron pin; thence N. 54-01 W. 115 feet to an iron pin; thence N. 52-05 E. 812.8 feet to a point in or near the center of said Bethany Road, the point of beginning.

This being the same property as conveyed to the mortgagors by deed of Vernon R. Cooper recorded March 23, 1977 in Mortgage Book 1053, Page 227, R. M. C. Office for Greenville County.

This mortgage is junior and second in lien to that mortgage to United Federal Savings and Loan Association, now American Federal Bank, F.S.B., recorded in Mortgage Book 1392, Page 230, R.M.C. Office for Greenville County, dated March 21, 1977, in the original amount of \$30,000.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
MAY 15 '84 STAMP TAX \$ 03.20
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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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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