

MORTGAGE OF REAL ESTATE

Mortgagee's Address:

17 *Highway* Greenville, SC 29607

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE S.C.
JUL 2 10 52 AM 1984
DONNIE S. HARTER
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN: VOL 1670 PAGE 356

WHEREAS WE, MARK D. LIETCH and DEBORAH W. JONES,

(hereinafter referred to as Mortgagor) is well and truly indebted unto GARY WAYNE HAMILTON,

(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 Five Thousand One Hundred and NO/100-----

Dollars (\$5,100.00) due and payable

PER TERMS OF PROMISSORY NOTE OF EVEN DATE

with interest thereon from date at the rate of 12.0% per centum per annum, to be paid per terms of note

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:

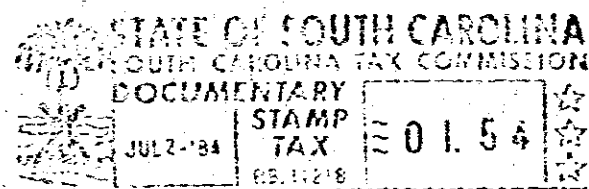
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northwestern side of Ridgeway Avenue, in the City of Greenville, being shown as Lots Nos. 11 and 12 on the plat of property of A. F. Day and Zoe L. Ridgeway, recorded in Plat Book J, Page 93, and described as follows:

BEGINNING at an iron pin on the northwestern side of Ridgeway Avenue at the corner of Lot 9 and running thence with the line of lots 9 and 10 N. 56-04 W. 202.3 feet to an iron; thence S. 35-08 W. 50 feet to an iron pin; thence S. 56-04 E. 203.4 feet to an iron pin on Ridgeway Avenue; thence with the northwestern side of said avenue N. 33-56 E. 50 feet to the beginning corner.

This is the identical property conveyed unto Mortgagors herein by Deed of Gerald R. Glur, dated June 26, 1984, and recorded June 27, 1984, in the RMC Office for Greenville County, South Carolina, in Deed Book 1215 at Page 822.

This mortgage is second and junior in priority to that certain Mortgage given by Gerald R. Glur to The Kissell Company, dated April 19, 1984, and recorded April 24, 1984, in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1658 at Page 890, in the original amount of \$33,325.00. Said mortgage was subsequently assumed by Mark D. Lietch and Deborah W. Jones on the 26th day of June, 1984.

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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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