

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 15 12 38 PM '80
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, DAVID W. HICKERSON AND LEANN P. HICKERSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto PATRICIA H. CLEMENT

(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 Forty Two Thousand Six Hundred and No/100

Dollars (\$ 42,600.00) due and payable

in accordance with terms of note of even date herewith

with interest thereon from _____ date _____ at the rate of 10% 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 _____

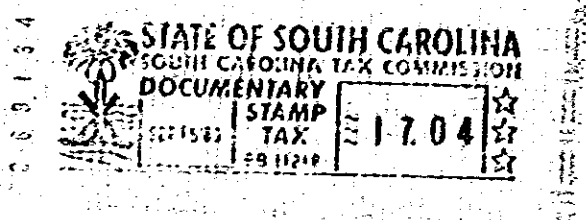
Greenville, near the City of Greenville, on the southerly side of Devenger Road, being known and designated as Lot No. 18 on plat entitled "Foxcroft, Section I", as recorded in the R.M.C. Office for Greenville County in Plat Book 4-F, Pages 2, 3 and 4 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Devenger Road at the joint front corner of Lots 18 and 19 and running thence with the common line of said lots S. 3-49 E., 165 feet to an iron pin, the joint rear corner of Lots 18 and 19; thence N. 86-11 E., 135 feet to an iron pin, the joint rear corner of Lots 17 and 18; thence with the common line of said lots N. 3-49 W., 165 feet to an iron pin on the southerly side of Devenger Road; thence with the southerly side of Devenger Road S. 86-11 W., 135 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagors by deed of the mortgagee recorded in the R.M.C. Office for Greenville County on September 15, 1980, in Deed Book 1133, Page 319.

This mortgage is junior in lien to that certain mortgage executed in favor of Fidelity Federal Savings and Loan Association recorded in the R.M.C. office for Greenville County on September 15, 1980, in Real Estate Mortgage Book 1515, Page 783.

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Mortgagor covenants and agrees that this mortgage cannot be assumed without the written consent of the mortgagee.

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.

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